

EXHIBIT #1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
LIVEVIDEO.AI CORP

Plaintiff(s),

1:24-cv-06290

____ Civ. ____ (____)

- against -

SHARI REDSTONE, NATIONAL AMUSEMENTS INC.,
CHRISTINE VARNEY, MONICA SELIGMAN

CLERK'S CERTIFICATE
OF DEFAULT

Defendant(s),

-----X

I, TAMMI M. HELLWIG, Acting Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action was commenced on August 20, 2024 (dkt. 1) with the filing of a complaint. An Amended Complaint was served prior to the service of the original complaint. Summons for the Amended complaint was issued on September 18, 2024.

A copy of the summons and Amended complaint was served on defendant National Amusements Inc November 6, 2024 by personally serving National Amusements thru registered agent The Corporation Trust Incorporated. Proof of service was filed on Dec 3, 2024, Doc # 49, and a revised version filed confirming an "amended" complaint was served along with the summons. I further certify that the docket entries indicate that the defendant(s) has not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendant(s) is/are hereby noted.

Dated: # \$! " + ! \$ " \$ &

New York, New York

TAMMI M. HELLWIG

~~Acting~~ Clerk of Court

By: Negam Dubel

Deputy Clerk

EXHIBIT #2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LIVEVIDEO.AI CORP

Plaintiff(s),

AFFIRMATION OF SERVICE

1:24-cv-06290

SHARI REDSTONE, NATIONAL AMUSEMENTS, INC.,
CHRISTINE VARNEY, MONICA SELIGMAN,

Defendant(s).

I, (print your name) Robert Roberts, served a copy of the attached papers
(state the name of your papers) Federal summons and amended complaint

upon all other parties in this case ☒ ~~by hand-delivering~~
by mailing ☐ by hand-delivering ☒ (check the method you
used)

these documents to the following persons (list the names and addresses of the people you
served) _____

National Amusments Inc

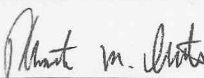
The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD 21093

on (date service was made) November 6, 2024

I declare under penalty of perjury that the foregoing is true and correct, to the best of my
knowledge, information and belief.

Executed on 11/6/2024

(date)



(your signature)

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LIVEVIDEO.AI CORP

Plaintiff,

vs.

CIVIL ACTION

C.A. NO. 1:24-CV-06290

**DECLARATION
IN SUPPORT**

SHARI REDSTONE,
NATIONAL AMUSEMENTS, INC.,
CHRISTINE VARNEY,
MONICA SELIGMAN,

Defendant's.

DECLARATION IN SUPPORT

I, Bob Roberts declare under penalty of perjury, that the following is true and correct:

1. I have first-hand, personal knowledge of the facts set forth below and, if called as a witness, I could and would testify competently thereto.

2. I work as a process server in the State of Maryland and am knowledgeable about serving legal process for State and Federal litigation matters.

3. On November 5, 2024 I attempted to serve legal process on The Corporation Trust Incorporated at 2405 York Road, Suite 201, Lutherville Timonium MD 21093-2254 but they had closed early for the election according to a note in the window. Attached as Exhibit #1 to this declaration is a photo I sent later that day to the client, to prove the registered agent was closed.

4. On November 6th, I served two packets of court documents to 2405 York Rd Suite 201 at about 1:30pm in Lutherville Maryland. There were two different UPS

Express bubble packs each with approximately 250 pages in each. One was labeled with the name National Amusements, Inc.

5. I personally handed the UPS Express bubble pack labeled National Amusements Inc. to one of the two receptionists I saw when I went inside Suite 201, both of which were caucasian females who appeared to be in their mid 20's.

6. When I handed the UPS Express bubble pack with the summons and amended complaint for National Amusements to the receptionists, I asked if I was at the correct location at which point the receptionists looked at the labels and responded, "Yes, they are for us" meaning that the registered agent, Corporation Trust Incorporated, could accept service of process on behalf of National Amusements.

7. I also took a date stamped photo of the entrance to the registered agent on November 6, 2024, the day I served legal process of the amended complaint. (Exhibit #2)

8. I am able to identify the amended complaint I printed out and served on Corporation Trust Incorporated by re-opening the pdfs the client provided.

9. After further review of these pdf files, I can confirm the amended complaint, I placed in the UPS Express bubble pack, consists of 51 pages not including the exhibits.

10. At the top of every page of the amended complaint is a docketing imprint showing *"1:24-cv-06290-DEH-BCM Document 32 Filed 09/13/24"*.

Dated: December 13, 2024

Respectfully submitted,

By /s/ Bob Roberts

Bob Roberts

EXHIBIT #1



EXHIBIT #2



EXHIBIT #3

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LIVEVIDEO.AI CORP.

Plaintiff.

CIVIL ACTION

vs.

**COMPLAINT AND
JURY DEMAND**

SHARI REDSTONE,
NATIONAL AMUSEMENTS, INC.,
SPV-NAIEH LLC ("SPV")
NAI Entertainment Holdings LLC
Sumner M. Redstone National Amusements Part B General Trust,
CHRISTINE VARNEY,
MONICA SELIGMAN,

Defendants.

Plaintiff, LiveVideo.AI Corp., (hereinafter "Plaintiff" or "Live") hereby
alleges, for its Complaint against Defendants, SHARI REDSTONE, NATIONAL
AMUSEMENTS, INC., CHRISTINE VARNEY, and MONICA SELIGMAN, and
DOES 1-10 (hereinafter collectively the "Defendants"), as follows:

PRELIMINARY STATEMENT

1. The Plaintiff, LiveVideo.AI Corp, is a Delaware incorporated New York
based internet technology company focused in creating and operating Artificial
Intelligence powered online short form video and livevideo streaming technology
platforms. This matter relates to Defendant Shari Redstone's determination to

complete in a grossly negligent self-interested manner, a fire sale of co-Defendant National Amusements, Inc. (NAI), a private movie theater operating company inherited from her father, and the harms and damages caused to Plaintiff, thousands of stockholders, and hundreds of publicly traded Paramount's NY employees.

NATURE OF THE CLAIMS

2. This action seeks declaratory and monetary damages to redress violations of tortious interference with business relations, unfair competition, and aiding and abetting breaches of fiduciary duty.

JURISDICTION AND VENUE

3. This Court has federal question subject matter jurisdiction over Plaintiff's Complaint. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367. Venue is proper in this District pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to this action, including the unlawful practices and actions alleged herein, occurred in or around the City of Manhattan, New York. This Court has personal jurisdiction over Defendants because, upon information and belief, Defendants respectively have ongoing and systematic contacts with this District, maintain offices in, reside in, and/or have committed wrongful acts which both occurred within this District, and which had an impact or effect in this District.

PARTIES

4. Plaintiff, LiveVideo.AI Corp., incorporated in the State of Delaware, with an address of 244 5th Avenue, New York, New York.

5. Defendant, Shari Redstone (hereinafter "Redstone"), is the President of National Amusements, Inc., and Chairperson of non-party Paramount Global Inc., and a citizen of New York because she resides in Queens, NY part time.

6. Defendant, National Amusements, Inc. (hereinafter "NAI"), at all times herein mentioned, was and still is a Foreign Business Corporation authorized to do business in the State of New York, being registered in the State of Maryland, was and still is a domestic business corporation organized and existing under the laws of the State of New York using the same name, with its principal place of business situated in the County of New York and State of New York. Conducted and carried on business in the County of Queens, City, and State of New York. Derived substantial revenue from interstate or international commerce and transacted business within the State of New York and expected or should reasonably have expected its acts to have consequences in the State of New York.

7. Defendant, Christine Varnay (hereinafter "Varnay"), is a resident of the State of New York and was hired by Paramount as Special Committee Outside Counsel at all relevant times thru out 2024.

8. Defendant, Mirica Seligman (hereinafter "Seligman"), is a resident of the State of New York. Seligman is a Paramount Special Committee Member and joined board of OpenAI, a competitor of Plaintiff LiveVideo.AI in March 2024.

9. Does 1-10 and Non-Party Christine D'Alimonte (hereinafter "D'Alimonte"), former General Counsel of Paramount, is a resident of New York.

10. Non-party Paramount d/b/a Paramount, f/k/a Viacom CBS, Inc., at all times herein mentioned, was and still is a Foreign Business Corporation authorized to do business in the State of New York, being registered in the State of Delaware.

11. Plaintiff's CEO has agreed to transfer rights and privileges due to the CEO individual related to indemnification and under other Federal statutes cited herein to the Plaintiff for the Plaintiff's sole benefit to dispose of and prosecute any and all rights possessed by the Plaintiff's CEO individually.

FACTUAL ALLEGATIONS AND RELEVANT BACKGROUND

Viacom Acquires MTV and Nickelodeon Crown Jewels

12. In the late 1970s the Great Uncle and mentor of the Plaintiff's CEO the late Gus Hauser, a former Harvard Law School professor, while Chairman and CEO of Warner Communications created cable channels MTV and Nickelodeon. Gus left and "Warner sold the Warner Amex cable programming business, including MTV, Nickelodeon and The Movie Channel to Viacom "Another Harvard Law School alumni, Sumner Redstone, Defendant's deceased father started Viacom as a movie theater operator before acquiring MTV and Nickelodeon, growing into Paramount, a diversified entertainment company.

13. Plaintiff's CEO Brad D. Greenman incorporated Entertainment Universe, Inc. ("EUNI"), then completed a reverse merger on April 14, 1999 becoming publicly traded and acquiring struggling e-commerce website

CDUniverse.com, barely reaching one million monthly online users. Renamed eUniverse, it was reaching 50 million users surpassing even Google in 2001 when Sony invests \$5 million dollar in eUniverse for 15% ownership with a Director nomination thru Series B Preferred stock that would come to be controlled by Defendant Seligman newly hired 2001 General Counsel of Sony Corp America (SCA), exiting in 2016.

Paramount and Plaintiff CEO Both Victims Of Varney 2005 Bid Rigging

14. It was Varney's strategy that was the cause of the damage Viacom suffered in 2005 when it was unable to deliver a bid to acquire Myspace.com and its parent company as a Federal Judge determined.¹

15. According to New York Times reporter Gretchen Morgenson who covered the 2010 Federal Judge King Summary Judgment Ruling.

"IT'S a shareholder's worst nightmare. A company is in play, with two potential acquirers circling it, but the boards of directors and others running the enterprise who are supposed to share top dollar for shareholders favor bidders who directors and senior executives, but the board of directors and others supposed to share top dollar favor bidders who are dangling the biggest rewards for directors and senior executives. It is hard to know how often events like these have played out at public companies over the years, given that details surrounding corporate board deliberations are typically kept under wraps. But facts turned up in a lawsuit brought by shareholders of Internix, the parent of the social networking pioneer MySpace, suggest that something like this may have occurred when the News Corporation bought Internix five years ago.

¹ "Plaintiff proffers evidence tending to show that during the crucial week leading up to the July 18, 2005 merger, Rosenblatt evaded Viacom's advances, even though Viacom's representatives were communicating that a competing bid was imminent." (Exhibit #4)

The case, which is being heard by Judge George H. King in United States District Court for the Central District of California, centers on a few days in mid-July 2005 when executives and directors at Internix were juggling two different suitors: the News Corporation and Viacom. Over the course of a frenzied weekend of deal-making, Internix sold itself to the News Corporation for \$580 million, or \$12 a share.

Testimony and documents in the case indicate that Viacom was excluded from the bidding process and did not have the opportunity to top the News Corporation offer before Internix accepted it.

In announcing the Internix deal on July 18, 2005, the News Corporation called MySpace “the leading lifestyle portal for networking online.”

The News Corporation boasted that during the previous month, more than 8 percent of all Internet advertisements had appeared on the site. The deal closed in September 2005, but Internix investors sued the company’s eight directors in federal court the next year. The suit contended that the board, which included Richard Rosenblatt, Internix’s chief executive, had breached its fiduciary duties to shareholders by selling to the News Corporation when a higher bid from Viacom was imminent. The shareholders also argued that Internix made five significant omissions in proxy materials that investors relied upon before voting on the deal. Among the omissions, the shareholders contended, was a set of internal financial projections for Internix extending through 2009. More recently, the directors asked Judge King to throw out the suit; in a June 17 ruling, he declined, allowing much of the case to go forward. IN his opinion on the matter, the judge cited evidence and testimony that has emerged in the case. Some of it points to Mr. Rosenblatt favoring the News Corporation bid because he anticipated receiving a big job there if the deal went through. Judge King wrote that evidence in the lawsuit “raises the inference that Rosenblatt had a strong interest in seeing a merger transaction with News Corp. completed and had made up his mind that Internix would be sold to News Corp. as of July 13.”

Meanwhile, Mr. Rosenblatt was dodging Viacom's advances, the judge's ruling shows. On July 15, 2005, a female executive from MTV, a Viacom unit, alerted Mr. Rosenblatt that Viacom would produce a bid early the following week. The judge said, "Rosenblatt replied evasively, failing to correct her mistaken impression that the auction would still be ongoing after Monday."

Rosenblatt wrote. Viewed as a whole, Judge King wrote, the evidence indicates that "there are at least triable issues of fact" about whether Mr. Rosenblatt acted in good faith or tilted the auction in favor of the NewsCorporation "for a purpose other than maximizing shareholder value."

16. Varney had designed and helped carry out a blueprint in 2005 for News Corp. to undertake which would allow the public company to acquire publicly held Myspace at a below fair market price, facing an equally determined and economically equal key rival that had been attempting to acquire the same publicly held Myspace beginning earlier than News Corp. and do so without initiating a bidding war with that key rival. That key rival happened to be Paramount's predecessor Viacom, Inc.

17. The second part of the scheme was paying cash bribes without disclosure to the public as seen on Page 174 of evidence in Exhibit #5 titled "Summary of key deal terms [TBD]" which states the total transaction cost is planned to be "Approximately \$709 million" and that as a premeditated scheme which Varney advised to not be disclosed at all to the public target's shareholders before they voted on approving the transaction "Expect to enter into arrangements with a pre-tax cost of \$70mm post transaction signing to ensure continuity of key

personnel". This was another way of saying, her client should plan to offer and pay \$70 million dollars in cash bribes to management of the acquisition target as a way to insure management helps News Corp get the merger agreement signed before Viacom has a chance to send in its planned rival bid. Page 176 that was part of the docketed filing 18-1 in Case 5:16-cv-06286 where Judge George King was providing is another document reflecting Varney's 2005 strategy fraudulently conceal the fact revealed on the face of this "Deal Update" report from "Fox Entertainment Group" used in the 2005 acquisition of Myspace.com and its parent company: i. "Total deal cost: \$750M vs. previous \$680M", iii. "Using market comps from JPM, valuation" "\$1.0- \$1.4B (forward year), ii. "Myspace Retention Plan"..."\$50M gross (\$50M net) critical to maintain positive relationship with management and reduce their tax exposure as much as possible."..."Additionally, trigger option pool for rank-and-file employees as goodwill move (\$5m). Page 178 of that filing is a document titled "Revised Investment" showing how Christine Varney approved and directed her client "Fox Entertainment Group" after signing and announcing publicly her client had entered into a merger agreement that was for a \$582 million dollar deal, approving her client first secretly agree to pay management of the target \$69 million dollars as a "MySpace Retention Plan" as part of the scheme a Federal Judge concluded was designed and succeeded in preventing Viacom from getting a chance to bid on the acquisition target. Then Varney approved her client after the merger

agreement had been signed, agreeing to increase the cash payments to management by another \$70 million dollars while advising both companies not to disclose the payments in their SEC filings ahead of the shareholder vote to approve the sale of the public parent of Myspace.com. Varney used this strategy to induce the target's management not to consider the CEO of LiveVideo, AI's \$13.50 counter offer which Viacom had agreed to provide the financing for back in 2005. (Exhibit #3). This was Case 5:16-cv-06286 which her client settled in 2013 for \$45 million dollars after the Federal Judge ruled a jury would likely find bid rigging had occurred in the deal Varney oversaw.

18. Varney was able to accomplish this difficult task thru employing her vast network of industry contacts in the media sector, her groomed contacts in the media reporting space, and close relationships with New York State regulators.

19. The outcome of how she did it also relied on an oft frowned upon technique that was done so skillfully that evidence of it was only forthcoming five years later and only after a determined push by well resourced and experienced class action lawyers had pursued discovery deep in the process of the securities fraud class action case initiated in 2005 after the News Corp \$12.00 Myspace Buyout had been announced.

20. Plaintiff's CEO who at that time owned about 10% of the Myspace public parent, eUniverse (renamed Intern(x)), had only detected several other problems about the transaction thru reading the SEC filings Varney directed News Corp and the acquisition target to disclose in required 8-K or 8k filings in the months leading up to the required September 2005 shareholder vote meeting needed to close the Myspace buyout.

21. Liquidity Issues Force Shari Redstone to Sell NAI. After the CBS-Viacom merger, Paramount maintained a quarterly dividend of \$0.24 per share for several years. However, in 2023 this was cut to just \$0.05 per share. This dividend is important to Shari Redstone and NAI as it provides income for operating expenses without having to sell or pledge shares. To make up for the cut, NAI had to get a \$125 million investment from BDT Capital, who is also their financial advisor. The urgency to sell NAI was driven by a March deadline to pay off a \$175 million loan, according to the New York Post,^{1,2} or force her to sell shares losing control of Paramount.³

¹ Paramount Global, Inc., Dividend Information, <https://ir.paramount.com/dividend-history/dividends>. Paramount has been forced to maintain the \$0.05 dividend since May 2023.

² Jessica Tronkel, *Paramount Global Controlling Shareholder Gets \$125 Million Investment*, THE WALL STREET JOURNAL (May 25, 2023), <https://www.wsj.com/articles/paramount-global-controlling-shareholder-gets-125-million-cash-injection-9c155540>.

³ *Id.*

⁴ *Id.*; Cynthia Littleton, *Shari Redstone's National Amusements Receives \$125 Million Investment From BDT & MSD Partners*, VARIETY (May 25, 2023),

22. Defendant Redstone who despite having a fiduciary duty, duty of loyalty, and duty of candor to Paramount shareholders, also has a history of disregarding these duties and pushing for her desired transaction, while disregarding commonly accepted corporate governance standards.

The Genesis of the Sale of NAI and Paramount's Merger with Skydance

23. Caving to Shari Redstone's demands, the Paramount Board and executive officers focused on management severance packages disregarding their fiduciary duties to shareholders allowing Redstone to use third parties' interest in acquiring some or all of Paramount to usurp Paramount's corporate opportunities, pushing for an a sale of NAI to potential buyers as an alternative means to acquire control of Paramount. According to other reports, Shari Redstone held meetings with Skydance CEO David Ellison in the summer of 2023 to explore the possibility of acquiring NAI, rather than Paramount.⁶ In late December 2023, the CEO of Warner Bros. Discovery, David Zaslav, met with the Paramount CEO, Robert Bakish ("Bakish"), about a possible merger.

24. Despite the obvious conflicts of interest, the Paramount Board did not

<https://variety.com/2023/biz/news/shari-redstone-paramount-hdt-capital-investment-1235625758/>.

⁶ Josh Korman, *Shari Redstone banker's ties to Warren Buffett raise scrutiny amid Paramount sale talks*, NEW YORK POST (Jan. 18, 2024), <https://nypost.com/2024/01/18/storya/shari-redstone-banker-ties-to-warren-buffett-amid-paramount-sale-talks/>.

form a committee excluding Shari Redstone until the end of January 2024.¹ It had already persistently failed to Redstone from diverting corporate opportunities or interfering with Paramount's ability to seek the best deal for Paramount and its other stockholders. In April and July 2024, shareholders of Paramount filed complaints against Redstone for allegedly usurping corporate opportunities and breaching fiduciary duty. (Delaware Case 2024-0457) highlighted Paramount stockholders who felt like passive onlookers in a company controlled by a 9.9% equity owner with no prior executive experience.

Shari Blends Financial Advice By Binding To Lender BDT Before Agreeing To Send In Lender's Lawyer To Become Defendants Legal Fixer

25. Shari Redstone sometime in late 2023 driven by her insatiable thirst for power and control, orchestrates a devious plan as part of the strategy to force Paramount to rubber stamp all future transactions NAI, Redstone, and Lender BDT wanted done quickly and without the usual checks and balances restraining Boards of public companies. Its decided to have NAI hire BDT as its advisor on all Paramount financial transactions including change of control deals.

26. The act of assigning NAI's lender to become its advisor on a future Paramount sale when Paramount was the core asset that BDT's loan was secured against instantly created conflict of interest problems and was the sort of transaction that would never have been approved by a public company board of directors. BDT used its power to place Christine Varney, a top legal advisor from Cravath Law, in a key position at Paramount with the help of NAI and Shari Redstone. As outside counsel for the Special Committee, Varney could control information and make influential recommendations. She also had the ability to

¹ Benmark Hughes, Paramount Takes Initial Steps Toward Possible Sale: NYF, Bloomberg Gen. 31, 3329, <https://www.bloomberglaw.com/articles/naif/bloomberghughes/bloomberghughes/benmark-hughes/58562471148394>

communicate with BDT, NAI, and Redstone about committee decisions and reactions.

27. Another masterful chess move in a high-stakes game of corporate manipulation and greed played out resulting in the June 21st & termination of Paramount General Counsel, less than two weeks from receipt of the June 6th voice mail communication from the Plaintiff LiveVideo.AI. Another problem with Varney however beyond the first conflict of interest issue cited previously. Varney was saddled with an unusual legal liability created during a crusade she had undertaken in 2005 while serving as top lawyer for News Corp in its completed acquisition of eUniverse (later renamed InterMix) and its Myspace asset (collectively the “Myspace buyout”). She manipulates Paramount into quickly approving a future transaction that NAI, Redstone, and lender BDT have been eagerly awaiting.

28. In order to facilitate the swift approval, NAI hires BDT as its advisor for all financial dealings involving Paramount, including potential change of control deals. But this seemingly innocent move creates a dangerous conflict of interest. BDT’s loan is secured against Paramount, making them both the lender and advisor for the same company. This unethical arrangement would never pass muster with a publicly traded company’s board of directors.

29. On January 2, 2024, the Board of Directors of Paramount formed a Special Committee of independent directors to “evaluate strategic alternatives, including third party proposals.” Paramount Form 8-K, dated July 7, 2024. On January 10, 2024, the *New York Post* reported that Shari Redstone had put NAI up for auction.⁸ Beginning around this time, Paramount received several significant

⁸ J. Kosman, L. Moynihan & A. Steigral, *Shari Redstone launches auction of Paramount Global’s holding company*, sources, NEW YORK POST (Jan. 10,

cash offers. The *Wall Street Journal* reported that Skydance was preparing an all-cash bid for NAI.⁹ According to the report, the second step would be a merger of Paramount with Skydance.¹⁰ On January 24, 2024, various reports suggested that Skydance made a bid to acquire NAI, which was contingent on a second step deal with Skydance acquiring Paramount.¹¹

30. April 3, 2024, Skydance and Paramount entered into a 30-day exclusivity agreement for the negotiations with the blessing of Paramount's Special Committee advise Centerview Partners. Centerview is also conflicted as they were the financial advisor for CBS' special committee on a previous merger with Viacom. The Delaware Court noted this conflict in their dismissal ruling and it can be inferred that Centerview was hired by Paramount with a similar instruction from Redstone - to focus on the Skydance offer and ensure its success. This goes against their role to independently advise the Special Committee on strategic alternatives

2024). <https://nypost.com/2024/01/10/business/start-redstone-brunches-station-of-paramount-global-holder-sources/>.

⁹ J. Tookiel & M. Gottfried, *Skydance Backers Explore All-Cash Deal to Gain Control of Paramount*, THE WALL STREET JOURNAL (Jan. 10, 2024), <https://www.wsj.com/business/media/skydance-backers-explore-all-cash-deal-to-gain-control-of-paramount-3530a406>.

¹⁰ *Id.*

¹¹ Alex Sherman, *David Ellison's Skydance Media explores acquiring all of Paramount Global*, sources say, CNBC (Jan 25, 2024), <https://www.cnbc.com/2024/01/24/david-ellisons-skydance-media-explores-buying-paramount-global.html>.

for Paramount's shareholders. The exclusivity agreement was not received well by Paramount's investors.

31. LiveVideo.AI Longtime Paramount CEO Liaison Unexpectedly Remove
 April 26, 2024, Paramount announced the immediate resignation of CEO Bob Bakish and the formation of an "Office of the CEO" committee. It is believed that Bakish was forced out by Redstone due to opposing Skydance. Unexpected loss of a CEO when selling diminishes its value, forcing potential buyers to bring emergency plan for transitioning it. Despite this, Redstone proceeded as if this event would not be seen as a surprise or lower the value of Paramount on the auction block. It is unlikely Redstone let the three Co-CEOs review the Skydance offer before it was agreed to by NAI and the Special Committee processed thru the signatures needed to effect the July 7, transaction of the public issuer.

32. On April 29, 2024, it was reported that Skydance had provided a "best and final" revised offer to Paramount including \$2 billion to acquire National Amusements, would buy out less than 50% of class B shares at \$15 each, or \$4.5 billion, and forcing shareholders to hold diluted equity in the new company after Skydance merged with public Paramount. This revised offer still did not contain a majority of the minority provision that the Special Committee had earlier conditioned the deal upon. In late May 2024, the committee agreed to recommend

a revised offer from Skydance to the Board, even though there was no shareholder vote provision. Shareholders expressed their dissent through letters and online. The advisors for NAI, Paramount, and Skydance were aware of potential lawsuits and discussed how to handle them, but negotiations continued. Redstone and NAI insisted on legal protection from Skydance in case of lawsuits as a crucial term in the deal.

33. Plaintiff Five June Direct Communications To Defendant Redstone

LiveVideo.AI after having lost its contact at Paramount decided in contact the only person the news articles consistently pointed to as the individual reviewing the terms of offers from potential interested buyers of NAI and Paramount., Shari Redstone. Further on June 3rd it was reported Paramount's Special Committee had accepted Skydance's proposed buy out terms.¹⁷ Therefore LiveVideo.AI's CEO proactively contacted National Amusement in Norwood Massachusetts five separate days over the subsequent week, in good faith attempting direct contact by phone thru HQ of National Amusements, Inc.

¹⁷“Paramount Global has agreed on terms of an \$8 billion merger with Skydance — ““under the proposed deal with a Paramount special committee to pay \$2 billion for Paramount’s parent company, National Amusements,” “An announcement could come as soon as Tuesday at Paramount’s virtual shareholder meeting, according to reports.” “We received the financial terms of the proposed Paramount/Skydance transaction over the weekend and we are reviewing them,” a National Amusements spokesperson said. <https://report.law/2024/06/03/bad-mou-paramount-skydance-agree-to-terms-on-8b-merger-deal-report/>

Between June 3 thru 11th, left five voice messages for Shari Redstone with her believed executive assistant Michelle. On June 3rd at 3:50pm Est. A company directory was the only option because there was no live operator that picked up after the Plaintiff dialed: 781-461-1600. The CEO of LiveVideo.AI contacted the headquarters of National Amusement in Massachusetts five times over the course of a week, leaving messages for Shari Redstone through her executive assistant Michelle. They invited Redstone to view a CNBC interview and informed her that their company was interested in making a better offer for Paramount's shares than what had been reported in the media, highlighted how their company could strategically benefit Paramount with advanced AI technology and their CEO's experience running a publicly traded company, and assured Redstone that their purchase would not involve breaking up and selling off the company, left contact info, signed nda.

Call Log: National Amusement's Share Redstone and Paramount Contact Center (June 3-11)

1. June 3, 1:10PM (1 minute 4 second connect) left with Shari's assistant, Michelle* (781-461-1600)
2. June 4-7 (4 days), 1 minute 22 second voice mail left with Shari's assistant (781-461-1600)
3. June 6-8 (3 days) 1 minute 33 second voice mail left with Shari's assistant
4. June 9-10 (2 days) 2 minutes 11 second voice mail left with Shari (781-461-1600)
5. June 11, 1:10PM (2 minutes 23 second connect) left with Shari's assistant (781-461-1600)
6. June 11, 4:30PM (2 minutes 23 second voice mail) left with Shari's assistant (781-461-1600)
7. July 5-7 (3 days) 1 minute 33 second voice mail left with Shari's assistant (781-461-1600)

**Note: National Amusement's contact center requests caller ID or personal ID prior to providing any information. Having a Redstone is recognized and forwarded to someone at National Amusement's corporate.*

34. June 4th, Redstone Tells Public That She Is “Unhappy” with Skydance Deal and “Considering Rival Bids and Options” and Plaintiff’s continued attempts to make progress in making an offer to buy Paramount was heavily influenced by news that came from June 4th Paramount stockholder meeting leak:¹³

The new Skydance offer included “reducing Skydance’s valuation of the merger to \$4.75 billion from \$5 billion, to the dismay of Redstone, Reuters reported.”
 “Redstone is unhappy with the updated merger deal from Skydance and is considering rival bids and options.”
 “Redstone is now reportedly considering an offer from Hollywood.”
 “Sources said Redstone is obliged to consider all offers for National Amusements.”

35. Redstone had even allowed Paramount a full fair chance to prominent other potential acquirors including on or about January 31, 2024, Byron Allen’s Allen Media Group to submit a bid for Paramount Global. Redstone continued to manipulate the public spin and messaging she sought to be broadcast out to interested parties like LiveVideo.AI to manipulate them as a June 7th headline: “Redstone was unhappy with the reduced offer, paving a way for rival bidders to make their case.”¹⁴ Redstone used manufactured media stories to give the illusion that she was working for shareholders and keeping Paramount’s sales process unbiased. However, shareholders were becoming vocal about their dislike for the Skydance proposal and wanted other suitors to be considered. On June 6th, the

¹³ “Paramount Global shares drop after annual meeting as hopes of merger with Skydance fade” <https://nypost.com/2024/06/04/paramount-global-shares-drop-after-annual-meeting-as-hopes-of-merger-with-skydance-fade/>
¹⁴ <https://nypost.com/2024/06/07/redstone-receives-lowest-votes-in-paramount-board-election/>

plaintiff had no choice but to leave a voicemail for Redstone at 4:30PM EST for 1 minute 10 seconds, reiterating points from a previous message left on June 4th. Since Redstone expressed unhappiness with the Skydance terms and was open to other offers, the plaintiff could confidently state that LiveVideo.AI's offer would be better for both Redstone and Paramount shareholders after reviewing the Skydance offer made to NAI and Paramount.

36. LiveVideo.AI Contacts Paramount General Counsel June 5th by phone to D'Alimonte through a phone number listed with the New York Bar Association. Despite multiple call attempts, Plaintiff was unable to reach her and left a 2 minute 15 second voicemail at 4:30pm EST informing her of their superior offer for a Skydance merger that included purchasing Redstone's shares in Paramount and NAI. The Plaintiff also mentioned that their offer was willing to be subjected to approval by a majority vote and would pay higher prices per share for both Class A and Class B stockholders compared to Skydance's proposal. Further Plaintiff made clear that messages by Plaintiff regarding interest were also being left with Chairperson Shari Redstone. Also to speak with D'Alimonte about a conflict of interest with "one member of the special committee".

37. With Paramount's GC refusing to respond to the Plaintiff's voicemail left the previous day, Plaintiff attempted to reach NAI and Redstone by telephone during working hours on June 7th only to get the same voicemail sole option, and

the Plaintiff finally with no other choice and limited to making a communication by leaving a fourth voicemail did so at 3:16PM est for 1 minute 28 seconds which largely re-iterated the same points stated in the first voice mails left on June 3rd, 4th, and 6th. A Paramount Ek is signed by D'Alimonte June 21,

"On June 28, 2024, Christa A. D'Alimonte, Executive Vice President, General Counsel and Secretary, will be leaving Paramount Global (the Company). Her separation from the Company will be considered a termination without cause and she will be entitled to receive the post-employment payments and benefits associated with an involuntary termination without cause under her employment agreement dated as of March 15, 2022.¹³

LiveVideo.AI Sends July 5th Superior Offer Defendants Conceal

38. Despite these delay tactics used against Plaintiff, on July 5, 2024, a few minutes after 2pm eastern time, Plaintiff sent Offer letter to Paramount Chairperson Redstone transmitted over NAI corporate fax, concurrently emailing to Mr. Jankowski, NAI's Director and top lawyer.

"purchase..interests..NAI holds..on superior terms to..Skydance"

"higher of \$17.50 per share or.. 111% of ..prior offered by SkyDance"

"CEO with significant public operating experience."

"under the structure you prefer..or..subject to...shareholder approval."

¹³ making a prediction of a future event that the Board and Counsel of three CEOs would first have needed to meet about, discuss, provide approval vote of Directors before D'Alimonte could be granted a termination without cause benefits package on the terms that a resignation would also have been available method for Allimonte to choose to leave the job as General Counsel of Paramount immediately.

"binding" agreement "within 3 business days from...return.. NDA "

" travel to MA in coming days to meet..with Mr. Jaskowski and/or yourself"

"PARA GC"...blocked..progress to move our offer process forward."

"contacted...D'Almeida..left a voice mail ..indicating our intent to make an offer...2 weeks ago "

"some conflict of interest concerns...relating to certain members of the special committee...adverse to ourselves. ...which might impact their ability to consider our offer on the basis of what was best for their fiduciaries in their role on the special committee."

(Exhibit #1)

39. Part of Gameplan was to avoid a LiveVideo rival bid to emerge

to keep Plaintiff LiveVideo.AI from getting Gabelli's support. Mario

Gabelli, Paramount's largest non-Redstone voting-stock shareholder told Reuters that "If Shari sells voting stock and my clients don't get it, I have no choice but to sue," referring to any premium paid for the voting shares. Another reason that the defendants concealed the Plaintiff's July 3rd bid is because they know that Gabelli's fund would support LiveVideo.AI over Skydance. This is because Gabelli was the largest shareholder in eUniverse when it got acquired in 2005 thru the buyout by News Corp and made a profit. Also Gabelli was one of the largest shareholders in Viacom in 2005, so Gabelli was hurt by Viacom's scheme that stopped a Viacom bid. The Defendants know that Gabelli picking the Plaintiff's deal would be a shoe-in because SkyDance management also had no experience operating a public

company, whereas the Plaintiff's experience was significant and would be accounted for very positively by Cobelli. In addition, two senior managers of Skydance had been terminated by public companies for corroborated sexual harassment they had been found guilty of after internal investigations. While the Plaintiff had no such senior managers with sexual harassment findings against them, Skydance would not win any head to head managements with its acedid and defective management team when LiveVideo.AI had an icemic successful clean management team.

40. Between July 5th and July 7th. The defetdants interfered with the plaintiffs potential business relations in July by erasing records and not contacting Plaintiff about a July 5 email or faxed offer letter, or July 5th, 2024 voicemail communication left for NAI President and Paramount Chairperson Shari Rodstone voicemail expressing interest in acquiring Paramount and NAI. The defendants used false statements to lead others to turn a blind eye to their actions. They also refused to follow up through outside advisors and law firms. Using defamatory statements, they influenced others to turn a blind eye to reckless actions.

COUNT I -Unfair Competition (Brought Directly Against All Defendants)

41. Plaintiff repeats and re-alleges every allegation set forth in previous paragraphs as if fully set forth herein. **Varney And Seligman Creates Malicious Scheme** On June 11th, Defendant Shari Redstone publicly announced that negotiations with SkyDance had ended. This statement was misleading and false because Redstone was aware of LiveVideo.AI's interest in making a competing buyout offer, further wanted to give the appearance that other bidders were welcome while secretly blocking out Plaintiff by instructing Paramount advisors not to engage with them and preventing the Special Committee considering LiveVideo.AI.

Redstone's public statements about ending negotiations with SkyDance were misleading and false, leading Paramount's General Counsel certainly by then to make D'Alimonte question the integrity of her leadership. On one hand, Redstone claimed to be open to other bidders while secretly freezing out LiveVideo.AI and preventing the Special Committee from engaging with them. D'Alimonte surely knew that by remaining silent, she would be breaching her duty of candor even further than her last 8k disclosure already had.

42. The true motive behind D'Alimonte's sudden acceptance of the separation revealed in the 8k is that she, as Paramount's General Counsel, must have made the difficult decision of the need to publicly disclose to shareholders the existence of a new potential offer from LiveVideo.AI for a change of control.

A voicemail left by LiveVideo.AI on June 6, 2024 has informed D'Alimonte

that they have also contacted Defendants NAI and Shari Redstone with their intention to make a competing offer on better terms than Skydance's proposal. Despite this, Defendants Shari Redstone, NAI, Varney, and Seligman instructed D Alimonte to keep quiet about the LiveVideo.AI contacts and not respond to their propositions, while publicly feigning negotiations with Skydance. D Alimonte has discovered that Defendant Shari Redstone's statement on June 11 claiming an end to negotiations with Skydance is deceitful.

43. Despite LiveVideo.AI expressing interest in a buyout offer, Redstone announces that Paramount is open to other offers while secretly working to complete the deal over the July 4th weekend. On July 2, news sources report that NAI and Skydance have reached a revised agreement, falsely making it seem like a recent development. Redstone and affiliated media partners continue to spread false narratives about the situation. These actions misled Plaintiff LiveVideo.AI, which was actively seeking financing for a potential merger with Paramount. D Alimonte has discovered that Shari Redstone falsely claimed she wasn't pursuing the transaction, using media partners like NYPost and WSJ to propagate the false narrative. This is misleading by omission of Defendants Varney, Seligman, NAI, and now Paramount's General Counsel thru an 8k.

44. On Sunday, July 7, 2024, Paramount and Skydance issued a press release (which was attached to a Paramount 8-K) announcing that they had signed

a merger agreement “approved by (i) the Paramount Board of Directors based on the unanimous recommendation of the Special Committee and (ii) by Redstone’s NAI, (Exhibit #3)

45. Barclays on July 8, 2024 estimated the price of Redstone’s class A shares from the deal at \$66.16 per share, completed in three steps: Skydance will purchase Redstone’s NAI for \$2.4 billion, gaining voting control of Paramount and providing indemnifications to Redstone. Paramount will merge with Skydance, resulting in 317 million new Class B shares for Skydance, valuing the company at \$4.75 billion. Skydance will buy 100 million Paramount Class B shares for \$15/share, totaling \$1.5 billion. An additional \$4.5 billion will be used to purchase non-NAI Class A and B shares. Only approximately 46% of Class B shareholders will receive cash, with the rest paid in non-voting New Paramount stock.

46. Criticism of the Merger among analysts and within the investing community has been quick and widespread. July 8, 2024, analysts covering Paramount downgraded their stock ratings Barclays estimated that Redstone was getting over \$66 per share for her Class A stock. The \$400 million Termination Fee is exceptionally high, representing 4.8% of the total value of the Merger.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and

further relief as the court sees equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs.

COUNT II: Tortious Interference With Business Relations (Brought Directly Against All Defendants)

47. Plaintiff repeats and re-alleges every allegation set forth in previous paragraphs as if fully set forth herein. The Plaintiff had a pre-existing business relationship with Paramount prior to the January 2, 2024 formation by the Board of Directors of a Special Committee. The Plaintiff's business relationship with Paramount existed over a long period of time including on its corporate inception date and prior to such inception with Predecessor Viacom, Inc. Began in 2005 when Plaintiff's CEO contacted Paramount/Viacom executive Mr. Bob Bakish. Initially by email communications progressing to telephonic meetings, in late August 2005 those discussions escalated into including new outside lawyers, advisers, experts from FreeMyspace and multiple senior executives of Viacom joining the meetings before all parties had agreed on the terms of the \$13.50 counter-bid joint venture agreement. Filed with SEC on September 27, 2005, days before the September 30, 2005 News Corporation Internix eUniverse shareholder meeting to approve \$12.00 cash offer. (Exhibit #5) The Plaintiff's CEO, Viacom, and its senior executive then head of Viacom International which included

Viacom's foreign operated media assets agreed to form a joint venture which documentation would be subject to one or more future events occurring before, during, or shortly after the September 30, 2005 shareholder meeting. After the goal or deal sought as a result of or after the formation of the initial business relationship, Plaintiff's CEO continued to advance and expand the business relationship with the predecessor Viacom, Inc.

48. Defendants NAI, over ten years later, Defendant Shari Redstone who lacked operating experience and still continues to lack public company operating experience and has never signed a Sarbanes Oxley SOX Officer Certificate, willfully damaged LiveVideo.AI's business opportunities with Paramount. They destroyed all records of communication, refused to reach out or allow others to do so on their behalf, and disregarded attempts of contact from LiveVideo.AI and the Special Committee. This caused significant harm to Plaintiff's integrity and resulting in economic damages that will be proven in court. The Plaintiff had high expectations for the IP partnership because LiveVideo.AI had determined Paramount to be the perfect business partners for exploiting the aforementioned IP it owned for several reasons. First, LiveVideo.AI has a content production partnership already with Paramount's CEO television and production subsidiaries thru the 60 Minutes Maxus Hacker Y2K paused production, which the Plaintiff's CEO paused on or about March 15, 2000 for national security and employee safety.

concerns as the Plaintiff's CEO determined the importance of focusing on urgent work the CEO was conducting jointly with the Connecticut branch office of the FBI to secure a data breach of the then CEO's publicly traded company's e-commerce website which the FBI had offered to assist with after the Russian Hacker Mavus sent blackmail extortion threats to eUniverse's CDUniverse.com subsidiary in the beginning of January 2000 which threatened to harm hundreds of thousands of CDUniverse credit card owning customers thru an intentional leaking of these customer's private information and credit card numbers online to the public. (Declaration in Support, p)

49. In late 2023, the Plaintiff used a strategy to entice the Paramount CEO with a movie deal that would showcase their successful production arm and feature the CEO in a positive light. Second as the August 8th 5:30PM email points out, Paramount and its CEO Bob Bakish separate from the earlier former 60 Minutes Y2K content production deal from 2000, is significantly involved in shared historical events and had been involved from Paramount predecessor "Viacom" and its involvement beginning in 2005 in the true story of Myspace.com in 2005 during a critical juncture in the historical story.

Subject: Congrats! Your edgy inspiring 2005 media fighter role made cut!

"The kid stays in the movie."., "Whats better then "The Social Network2"?
 "Myspace: End of EUniverse".(working title) ~ "premieres Xmas 2025.
 Scene Title (you will be forced to select actor to play your role)

"September 2005, BGI announces \$13.50 per share counter-bid (which Viacom is secretly financing)...to keep Myspace Public"

Despite failing to "create the Utopia deal Viacom the White Knight owning 20-33% of Public Independent Myspace"

The plan succeeded as CEO reviewed script without objections or reject the deal.

AI Strategic Partnership Deal

50. The Plaintiff has developed and acquired technology including its AI products and services that could be used across Paramount as LiveVideo.AI contacted Paramount publishing arm, Simon & Schuster July 17, 2023 thru their Senior Vice President Jennifer Bergstrom and made a "proposal for a strategic digital media AI partnership", stating "I am writing you to schedule meeting to present a proposal for a strategic digital media AI partnership benefiting S&S. " Noting how the Plaintiff was recently CEO was "featured as top AI expert by Fox Business in their future of AI forecasting report March 28, 2023." (Exhibit #2)

2023 Triple IP Joint Venture Including Meizler Movie Deal

51. On August 8, 2023, LiveVideo.AI emailed Paramount's CEO with a new idea as part of a planned stratagem to begin development of joint IP. LiveVideo.AI had acquired from its CEO into valuable film and television assets. The deal included exploiting proprietary IP controlled by LiveVideo.AI to create and market films and television leveraging multiple IP Assets including (i) the true story behind Myspace.com and eUniverse its public parent, tentatively titled

"MySpace: End of a Universe" (ii) the true story behind the first USPTO trademark describing the Metaverse issued July 4, 2020, (iii) the true story of the first y2k e-commerce mass credit card hacking and blackmail extortion effort undertaken by infamous Russian hacker Moxxo.

Later For Buyout Again Unfair

52. The Special Committee and Board of Directors of Paramount chose to ignore the superior offer presented by LiveVideo.AI on July 5th, dismissing it without proper consideration. Despite offering a higher share price of \$17.50 compared to Skydance's \$15.00 for Class A and B shareholders, LiveVideo.AI's proposal would have resulted in 50% less dilution for Paramount stockholders. This significant cost savings was made clear in multiple voice messages to Chairperson Shari Redstone, yet she chose to overlook it and continue with the Skydance deal that required a whopping \$4.8 billion worth of stock insurance.

53. Plaintiff had every reason to believe that their competitive offer would be given due diligence by Paramount. Not only was it a superior offer in terms of financial benefits for shareholders, but also promised a more experienced management team and \$2.4 billion less in stock insurance. Yet, despite these clear advantages, Paramount chose to disregard the Plaintiff's offer and instead went ahead with the costly and dilutive Skydance deal. The Special Committee and Board of Directors of Paramount chose to ignore the superior offer presented by LiveVideo.AI

on July 5th, dismissing it without proper consideration. Despite offering a higher share price of \$17.50 compared to Skydance's \$15.00, and a result of 50% less dilution for Paramount stockholders. This significant cost savings was made clear in multiple voice messages to Redstone, yet she chose to overlook it and continue with the Skydance deal that required a whopping \$4.8 billion worth of stock issuance.

54. Plaintiff had every reason to believe that their competitive offer would be given due diligence by Paramount. Not only was it a superior offer in terms of financial benefits for shareholders, but also promised a more experienced management team and \$2.4 billion less in stock issuance. As a result, the Plaintiff is seeking damages of no less than 50% of the value in stock \$2.42 billion for the unjustified rejection of their proposal and those legal and professional fees found to have been paid in cash. Another reason that NAL, Varney, and Redstone seek to fraudulently conceal the July 5th offer is because it would force them to explain the malicious tortious interference scheme they have used to block, frustrate, and harass the LiveVideo.AI because they Varney and Seligman are adverse to the company and its CEO because of legal conflicts causing significant conflicts of interest and after efforts but inability to advance strategic partnerships directly with Paramount Global and certain of its subsidiaries in late 2023.

COUNT III Aiding And Abetting Breach Of Fiduciary Duty, Candor, or Breach of Duty Loyalty (Brought Directly Against All Defendants)

55. Plaintiff repeats and re-alleges every allegation set forth in previous

paragraphs as if fully set forth herein. The corporate opportunity doctrine is one of the fiduciary duties of a corporate director or officer. They are not allowed to take an opportunity for their own benefit if: (1) the corporation can take advantage of it; (2) it falls within the corporation's line of business; (3) the corporation has an interest in it; and (4) taking it would conflict with their duties to the corporation. Controlling stockholders are also prohibited from using their power to benefit themselves at the expense of the corporation. If there is any doubt about the corporation's ability or willingness to take an opportunity, the officer or director should present it to the board for consideration and remove themselves from the decision-making process.

36. As directors, special committee outside counsel, Board of Director M&A transaction special committee member, and Chairperson, the Defendants were very richly paid for part time work and, obligated to place the interests of the Paramount stockholders above their own personal interests and those of NAI and BDT. Director Defendants breached their fiduciary duty obligations by prioritizing the interests of the Controlling Stockholder to approve an unfair Merger, which an unfair process enabled defendants to effectuate a transaction that favored Skydance and Redstone personally by purchasing her interest in NAI at a substantial premium. Skydance knew Redstone had a fiduciary duty to all Paramount shareholders, but that as an owner of NAI, she would pursue her

personal interest in getting the most money for herself from a buyout. Defendant must be viewed with her background on prior obligation breaches.

57. NAI controlled CBS Corporation (“CBS”) and Viacom Inc. (“Viacom”) after they were split into separate companies in December 2005.¹⁶ As NAI founder Sumner Redstone’s health began to decline in 2014, Defendant Shari Redstone seized control of NAI, reshaped both CBS and Viacom boards, all done while strictly seeking to find the best exit strategy for NAI.¹⁷ In January 2018 Evercore¹⁸ advised Redstone of the risk of no buyers for Viacom if sold separately from CBS, suggesting CBS and Viacom be combined followed by a sale of NAI would be best for Redstone but not necessarily fair or good for shareholders of CBS, Viacom, or successor Paramount.

58. Defendant Redstone’s 2024 tactics are similar to her actions during the CBS-Viacom merger. She used NAI’s status and power as controlling shareholder, ousted and packed boards with Directors to get what she wanted, just as she did before. Her *extreme* level of control over Paramount can be understood by looking at her past actions.

¹⁶ *In re CBS Corp. S’holder Class Action & Deriv. Litig.*, 2021 WL 248779, at *6, *13 (Del. Ch. Jan. 27, 2021).

¹⁷ *See id.* at *6, *9.

¹⁸

Redstone's Control Over the Conflicted Paramount Board

59. After the CBS-Viacom merger closed Redstone packed Paramount Global ("Paramount") Board with insiders over whom she exercises control including with McHale, Schuman, Griego and Byrne. In April 2024 after the Bakish removal, three more Directors resigned, leaving six Directors: Schuman, McHale, Phillip, Griego, Byrne, and Redstone. None of six directors are disinterested in considering a merger proposal that Redstone wanted. This elaborate web of deceit, manipulation, and obstruction must be exposed and brought to justice for the sake of the plaintiff, thousands of long time stockholders and tens of thousands of employees working for Paramount globally, victimized by the defendants unscrupulous actions.

60. That reason D'Alimonte suggested as Paramount General Counsel agreed to accept the June 18th \$K described "separation" arrangement based on her realization of fiduciary obligation to disclose the existence of the LiveVideo.AI Corp potential change of control offer after June 6, 2024 voicemail to D'Alimonte and that LiveVideo.AI had also contacted Defendants NAI and Shari Redstone, notifying them of intent to make a competing change of control offer on superior terms to the Skydance proposal.

61. Additionally, D'Alimonte was instructed by Defendants Redstone, Varney, and Seligman to keep quiet about LiveVideo.AI's and not respond, despite

knowing that it could potentially outbid SkyDance's proposal. This put D'Alimonte in a difficult position of having to betray her duty of truthfulness even further than what was already disclosed in her last 8k statement.

62. On June 11th, Defendant Shari Redstone announced the end of negotiations with SkyDance while being aware of LiveVideo.AI's interest in a competing offer. She gave the appearance of being open to other bidders while secretly instructing Paramount advisors not to engage with LiveVideo.AI and preventing the Special Committee from considering their offer. D'Alimonte knew remaining silent would be a breach of her duty of candor, especially given Redstone's deceitful public statements. The unexpected June 21, 2024 8k Paramount General Counsel surprise self-termination without cause, just days before Merger agreement is executed was a direct result from the OC's discovery Redstone claiming publicly on June 11th that negotiations with Skydance had ended, D'Alimonte became aware that this statement was misleading and false. This is because Redstone was simultaneously withholding information about LiveVideo.AI's interest and falsely claiming that Paramount was open to other bidders. These actions forced D'Alimonte to breach her duty of candor and make false statements in the last 8k, these in turn hurt the Plaintiff and eliminated the opportunity for the Plaintiff's offer to be considered.

Count IV- Unjust Enrichment (Defendant NAI)

63. Plaintiff repeats and re-alleges every allegation set forth in previous paragraphs as if fully set forth herein. Defendant NAI used the LiveVideo.AI indications of interest to give that information to SkyDance as part of a successful gambit by Redstone on June 11, 2024 when it leaked to media cohorts that Redstone “killed” or ended the negotiations with SkyDance because their offer was rejected. However, Ellison, determined to get the Skydance deal back on track, agreed to “another \$50 million earmarked for the Redstones’ NAI” as reported in the Los Angeles Times.³⁴

Aware of LiveVideo.AI Interest in Paramount No Later Than May 6, 2024.

64. On May 6, 2024, Plaintiff sent an email May 6th at 11:35 am EST with the subject line “Perfect movie opportunity!” trying to cheer up the embattled Paramount executive by inviting discussions about potential new future projects for Bakish. Plaintiff contends with evidence likely pointing to different access points showing the email was usurped from Paramount corporation email account and siphoned out to NAI and most likely Redstone, and Varney, who should not have had access. It was read by at least three individuals during the month of May and re-opened in late July after the July 5th offer had been concealed as Varney or her staff were looking to cover their tracks.

³⁴ Mag James, *Is the Paramount and Skydance Deal Back on Track: What Happened and What's Next?*, July 8, 2024, <https://www.latimes.com/entertainment-arts/business/story/2024-07-08/paramount-and-skydance-deal-is-back-on-track-what-happened-and-what-next>.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and further relief as the court seems equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs, as well as judgment temporarily and permanently enjoining Defendants from continuing described actions.

Dated: August 19, 2024

Respectfully submitted Constants Law Offices, LLC.

By /s/ Alfred C. Constants III

Alfred C. Constants III, Esq.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable in accordance with Federal Rule of Civil Procedure 38(b).

By /s/ Alfred C. Constants III

Alfred C. Constants III, Esq.

Attorneys for Plaintiff
Constants Law Offices, LLC.

EXHIBIT #4

UNITED STATES DISTRICT COURT

for the

Southern District of New York

LiveVideo.AI Corp

Plaintiff(s)

v.

SHARI REDSTONE,
NATIONAL AMUSEMENTS, INC.,
CHRISTINE VARNEY,
MONICA SELIGMAN,

Defendant(s)

Civil Action No. 1:24-cv-06290

1:24-cv-06290

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) National Amusements, Inc.
2405 YORK ROAD
SUITE 201
LUTHERVILLE TIMONIUM MD 21093-2264

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alfred C. Constant III
Constants Law Offices, LLC
115 Forest Avenue, Unit 331
Locust Valley, NY 11560
Tel. 516-200-9660
Constantlaw40@gmail.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 09/18/2024

/S/ V. BRAHIMI

Signature of Clerk or Deputy Clerk



W. Amador

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (j))

This summons for (name of individual and title, if any) _____
was received by me on (date) _____.

☐ I personally served the summons on the individual at (place) _____
on (date) _____; OR

☐ I left the summons at the individual's residence or usual place of abode with (name) _____
_____, a person of suitable age and discretion who resides there,
on (date) _____, and mailed a copy to the individual's last known address; OR

☐ I served the summons on (name of individual) _____, who is
designated by law to accept service of process on behalf of (name of organization) _____
on (date) _____; OR

☐ I returned the summons unexecuted because _____; OR

☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As

Reset

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LIVEVIDEO.AI CORP.
Plaintiff,

CIVIL ACTION

VS.

**SECOND AMENDED
COMPLAINT AND
JURY DEMAND**

SHARI REDSTONE,
NATIONAL AMUSEMENTS, INC.,
CHRISTINE VARNEY,
MONICA SELIGMAN,

Defendants.

Plaintiff, LiveVideo.AI Corp., (hereinafter "Plaintiff" or "Live") hereby alleges, for its First Amended Complaint against Defendants, SHARI REDSTONE, NATIONAL AMUSEMENTS, INC., CHRISTINE VARNEY, and MONICA SELIGMAN, and DOES 1-10 (hereinafter collectively the "Defendants"), as follows:

1. Plaintiff, LiveVideo.AI Corp, is a New York based Artificial Intelligence technology company that sought to participate in what it had believed was a bidding process to acquire Paramount Global, Inc. ("Paramount") owner of CBS, Comedy Central, Nickelodeon and MTV. However the opportunity to buy Paramount ended on July 7, 2024 when it entered into a binding merger agreement with Skydance, a private Los Angeles based film company.

2. The Plaintiff did not get a chance to have its July 5th 2004 buyout offer considered because of a series of unlawful actions taken by the defendants who were in control of the Paramount sales process and had significant conflicts of interest with the Plaintiff's CEO.

3. Federal questions include whether the Plaintiff and its CEO were victims of harassment and discrimination after the defendants decided to retaliate for protected actions under §78u-6(h)(1). In addition, the Plaintiff was the victim of several types of tortious interference

instigated by the defendants to harm its relations with Paramount including the unauthorized accessing of Paramount's computer system which violated 18 U.S.C. § 1030 – The Computer Fraud and Abuse Act.

NATURE OF THE CLAIMS

4. This action seeks relief under § 78u-6(h)(1), declaratory and monetary damages for U.S.C. § 1030 violations, while also redressing tortious interference and unfair competition torts.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331 (Federal question). 28 U.S.C. § 1367 provides supplemental jurisdiction over the state law tort claims that arose from the same common nuclei of facts. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful practices and actions alleged herein, occurred in or around the City of Manhattan, New York. Upon information and belief, Defendants respectively have ongoing and systematic contacts with this District, maintain offices in, reside in, and/or have committed wrongful acts which occurred within this District, and which impacted this District.

PARTIES

6. Plaintiff, LiveVideo.AI Corp., incorporated in the State of Delaware, with its main offices in New York.

7. Defendant, Shari Redstone (hereinafter "Redstone"), President of Defendant National Amusements, Inc., Chairperson non-party Paramount Global Inc., and a citizen of Massachusetts,

8. Defendant Monica Seligman (hereinafter "Seligman"), a New York resident, serves as a Paramount Special Committee Member and joined Plaintiff's competitor OpenAI as a Director in March 2024.

9. Does 1-10 and Non-Party Christine D'Alimonte (hereinafter "D'Alimonte"), a New York resident was General Counsel of Non-party Paramount Global d/b/a Paramount, f/k/a Viacom CBS, Inc., registered in Delaware and operating its principal place of business in New York.

FACTUAL ALLEGATIONS AND RELEVANT BACKGROUND

Viacom Acquires MTV and Nickelodeon Crown Jewels

10. In 1970s Great Uncle and mentor of Plaintiff's CEO the late Gus Hauser, a former Harvard Law School professor, Chairman and CEO of Warner Communications created cable channels MTV and Nickelodeon.¹

11. Gus left and "Warner sold the Warner Amex cable programming business, including MTV, Nickelodeon and The Movie Channel to Viacom" started by Harvard Law educated, Sumner Redstone as movie theater chain and diversified entertainment company, Paramount Global ("Paramount").

12. Plaintiff's CEO starts eUniverse, Inc., 1999 by reverse merging e

¹

commerce site CDUniverse.com, with one million users, into a public shell, expanding into a network of entertainment quickly surpassing even Google with nearly 50 million monthly average unique users (MAU) by August 2001.

13. After launching 100% owned Myspace.com in August 2003 which would quickly become eUniverse's crown jewel asset, things took a turn for the worse when a venture capital fund gained control of eUniverse aided by unscrupulous members of the Board of Directors. The CEO resigned at end of October 2003, exposing part of wrongdoing in 8k disclosure. In July 2005, due to the progress made by the Plaintiff CEO's complaint against the outside venture capital firm and Directors for their wrongdoing, they signed a deal with News Corp for broad indemnification as part of a sale offering shareholders \$12.00 per share cash. The Plaintiff's CEO still owning 12% of eUniverse believed the price to be unfair based on the continued growth of Myspace.com the #1 social network.

14. The Plaintiff's CEO learns Viacom was misled and had no chance to make a bid, contacts International division head, Robert Bakish, Paramount Global's future CEO, on august 2, 2005 Subject: "Myspace - shareholder"

"Bob-I am currently a 10% holder of Intermix, the company that owns Myspace.com I was the founder and CEO of Intermix until October 2003, and actually initiated the creation of Myspace (I bought the company of the execs that run Myspace today-Chris Dewolfe) I think management & the VCs that control a big block of stock are selling too cheaply to News Corp. " "My idea ...
 MYSPACE- THE PUBLIC COMPANY BACKED BY VIACOM/MTV-
 "Viacom comes in as a strategic investor offering to buy 33% of Intermix shares at \$12.10 a share (roughly a \$200m investment). "

"shareholders can sell some of their stock and keep a portion to go 'long' on the MYSPACE story."

"BOTTOM LINE- The marketplace gets a pure play Myspace that is publicly traded." "Viacom has a great new strategic Relationship with the Myspace"

15. Confirming interest in joining the \$13.50 counter offer ahead of eUniverse's September 30, 2005 Shareholder vote, the Plaintiff's CEO begins strategizing with Viacom's top lawyer Michael Fricklas in August 25, 2005 email:

Subject: FW: Complaint

"Good speaking with you today! I will try to arrange a call with my lead lawyer (from Quinn Emanuel) who is riding herd with Crayton Condon ASAP. In addition, I could also arrange a casual conf call Tomorrow or Monday with the principal at firms Trafeletter & Gardener Lewis to give you a good sense of institutional support. Between these 2 and myself, we are at about 10mln shares or 23% roughly."

16. Paramount top executives receive more compelling reasons to join the \$13.50 counter offer from Plaintiff CEO's August 28, 2005 6:02:28 PM email.

To: "Bakish,Robert"<bb@viacom.com>; michael.fricklas@viacom.com

Subject: Myspace Metrics/Value

"Gentlemen-I am sure you saw the NY-TIMES MYSPACE article today. A little metrics and back of the envelope valuation piece I put together for some private equity funds I just started talking to. I believe I have one fund focused in the online space that would be willing to form a partnership to bring a voting block together to do the 35-45% buyout of Intermix and creation of a Myspace Public company. Perhaps they could be the 'front-guy' on such an attempt to keep Viacom out of the limelight. They could drop in \$50 - 100 million By themselves. MYSPACE- TRAFFIC GROWTH & VALUATION The Deal with News Corp was announced on July 18th. Since then, in roughly 30 days, Myspace has increased its weekly unique visitors by 17% and # of ad impressions by over 30%. (according to online traffic measurement company Nielsen Netratings for period covering July 3-August 14, 2005). THIS IS STAGGERING "

17. The Plaintiff's CEO, and the senior executives agreed to form a joint venture that included a Paramount promise to finance the \$13.50 counter offer.

18. As part of their agreement, Paramount also assures the Plaintiff's CEO, a valuable counter-bid partner worth \$13.50 and a potential future strategic collaborator, that they will be treated "fairly" if Paramount were ever to go up for sale in accordance with Delaware law. Including allowing LiveVideo.AI's CEO to participate in making an offer or submitting a bid alongside other interested parties.²

19. LiveVideo.AI's CEO could have reasonably assumed based on the prior affirmations of top leadership executives met with in 2005 that in the future because it cost Paramount no cash expenditure, the understanding would be honored and the Plaintiff's CEO no later than July 5th, 2024 would also get equal access to any confidential information shared with other potential buyers upon expressing interest to make an offer to purchase Viacom (including its predecessor) should it go up for sale.

² This promise was made based on the mistreatment that Paramount suffered under the control of Myspace's parent company in 2005. The management colluded with News Corp and quickly signed a merger agreement, resulting in Viacom's bid being disregarded and ultimately harming both eUniverse and Paramount shareholders.

20. The Plaintiff's CEO in turn agrees to Paramount's condition;

Paramount's role providing the financing will not be disclosed publicly until after shareholders reject or eUniverse' Board terminates the News Corp deal.

21. The \$13.50 counter offer is announced September 23, 2005 then filed with SEC September 27, 2005, done only days before the September 30, 2005 News Corporation Intermix/eUniverse shareholder meeting to approve the below fair market \$12.00 buyout, (Exhibit #3)

22. The \$13.50 counter-offer is already challenged by the severe time constraints allowing for the marshaling of sufficient shareholders to vote against News Corp's offer before the shareholder meeting.

23. However harming the \$13.50 counter-offer even more was a diabolical scheme approved by News Corp's outside counsel to pay undisclosed cash bribes to eUniverse and Myspace's management teams to induce them to omit disclosure of Myspace's financial results ahead of the September 2005 shareholder meeting.

24. Despite the \$13.50 counter-offer failing to stop the News Corp \$12.00 buy out, the Plaintiff's CEO continued to maintain a friendly relationship with Bakish, while continuing to advance and expand the business relationship with Paramount and its predecessor thru the present.

The Genesis of Paramount's 2024 Merger with Skydance

25. Defendant NAI controlled CBS Corporation ("CBS") and Viacom Inc. ("Viacom") after they were split into separate companies in December 2005.³ As NAI founder Sumner Redstone's health began to decline in 2014, Defendant Shari Redstone seized control of NAI, reshaped both CBS and Viacom board, all done while strictly seeking to find the best exit strategy for NAI.⁴

26. In January 2018 Evercore⁵ advised Redstone of the risk of no buyers for Viacom if sold separately from CBS, suggesting CBS and Viacom be combined followed by a sale of NAI would be best for Redstone but not necessarily fair or good for shareholders of CBS, Viacom, or successor Paramount.

27. Defendant Redstone's uses NAI status and power with outsize voting power, ousted and packed both boards with Directors willing to give her what she wants and succeeds in forcing a CBS-Viacom merger at the end of 2019.

Redstone Controls Conflicted Paramount Board

28. After the CBS-Viacom merger closed Redstone packed Paramount Global ("Paramount") Board with insiders over whom she exercises control and Bob Bakish became CEO of the combined entities renamed Paramount Global.

³ *In re CBS Corp. S'holder Class Action & Deriv. Litig.*, 2021 WL 268779, at *6, *15 (Del. Ch. Jan. 27, 2021).

⁴ *See id.* at *6, *9.

The AI Technology Partnership

29. In early 2023 Plaintiff had developed and acquired multiple AI technology products and services for use across Paramount. Plaintiff contacted Paramount publishing arm, Simon & Schuster July 17, 2023 thru their Senior Vice President Jennifer Bergstrom and made a “proposal for a strategic digital media AI partnership”, stating “I am writing you to schedule meeting to present a proposal for a strategic digital media AI partnership benefitting S&S.” Noting how the Plaintiff was recently CEO was “featured as top AI expert by Fox Business in their future of AI forecasting report March 28, 2023:” (Exhibit #2)

2023 IP Deals

30. On August 8, 2023, LiveVideo.AI emailed Paramount’s CEO with a new idea as part of a planned stratagem to begin development of joint IP LiveVideo.AI had acquired from its CEO into valuable film and television assets.

31. The Plaintiff had high expectations for the IP partnership because LiveVideo.AI had determined Paramount to be the perfect business partners for exploiting the aforementioned IP it owned and LiveVideo.AI presented directly to Paramount CEO in 2023 proprietary IP plan to create and market films, TV, books based on (i) the true story of Myspace.com, titled “Myspace: End of eUniverse,” (ii) a true story about first USPTO trademark for Metaverse issued July 4, 2000, and (iii) the true story of the y2k credit card hacking incident involving Russian hacker Maxus. Plaintiff used a strategy to entice the Paramount CEO with a

movie deal that would showcase their successful production arm and feature the CEO in a positive light as August 8th 5:30PM email points out, Paramount is significantly involved in shared historical events involved in the true story of Myspace.com in 2005 during a critical juncture in the historical story.

"Subject: Congrats! Your edgy inspiring 2005 media fighter role made cut!

"The kid stays in the movie..."Whats better then "The Social Network2"? "Myspace: End of EUniverse".(working title) "
"premieres Xmas 2025.

"Scene Title (you will be forced to select actor to play your role)"

"September 2005, BG announces \$13.50 per share counter-bid (which Viacom is secretly financing)...to keep Myspace Public"
"Despite failing to "create the Utopia deal Viacom the White Knight owning 20-33% of Public Independent Myspace"

32. The strategy proved successful, as evidenced by Paramount's CEO not rejecting or criticizing the offer and plan outlined by email.⁶ The Plaintiff had a clear path to complete an IP Partnership with Paramount - all they needed to do

⁶ Back in the year 2000, the Plaintiff was in a race against time. The ruthless Russian hacker, Maxus, had already infiltrated their systems and was holding the entire company hostage with his demands. In a desperate attempt to protect the privacy of hundreds of thousands of customers, the CEO made the difficult decision to pause production on their partnership with Paramount's 60 Minutes. But there was no time to waste as the CEO worked alongside the FBI to secure their e-commerce website and fend off Maxus' relentless attacks. Every second counted as they raced to prevent the hacker from releasing sensitive information and credit card numbers belonging to innocent customers. It was a high-stakes battle for national security and employee safety, and Plaintiff's CEO was determined to come out victorious. (see <https://www.zdnet.com/article/biggest-hacking-fraud-ever/>)

was provide a completed book so that Paramount could begin production, including adapting it into a screenplay. The Plaintiff had already completed most of the important work involved in this story about the Founder of Myspace.com during its launch in 2003. They also invested significant time and resources into finding outside parties, including an author and screenwriter, who would enhance the value of the IP Partnership for both Paramount and themselves.

33. For comparison, the biopic in 2010 by Sony Pictures "The Social Network" according to Nash generated \$224,922,135 in global box office revenue and an est \$34,697,366 Domestic Video Sales.⁷ not include streaming receipts or cable/broadcast rights.

34. In September 2023, the CEO of LiveVideo.AI Corp exercised their "first look" provision from the 2005 Paramount \$13.50 Counter-bid agreement and sent a proposal to Paramount's CEO. The proposal offered the opportunity for Paramount to discuss taking a strategic stake in LiveVideo.AI Corp. A few days later, after reviewing the proposal, Paramount's CEO responded directly via email to thank the Plaintiff's CEO for the offer but declining to invest cash in purchasing a minority equity stake in a private company at that time. It was later revealed that Paramount was focusing on cash preservation and sale of assets to pay off debt.

Financial difficulties Pushes Redstone Frantic Fire Sale of Paramount

⁷ [https://www.the-numbers.com/movie/Social-Network-The-\(2010\)#tab=more](https://www.the-numbers.com/movie/Social-Network-The-(2010)#tab=more) Page 4 of 4

35. After the CBS-Viacom merger, Paramount had been consistently paying out a quarterly dividend of \$0.24 per share. However, in 2023 this amount was drastically reduced to only \$0.05 per share.⁸ This dividend was crucial for NAI and Redstone to cover their operational costs without having to resort to selling or using shares as collateral.

36. To make up for the shortfall, Defendants Redstone and NAI secured a \$125 million loan from BDT Capital⁹, who became their financial advisor. According to NY Post story titled “Shari Redstone banker tied to Warren Buffett amid Paramount sale talks”,

“BDT” stands for Byron David Trott — a former Goldman Sachs executive who has long been most famous for being Warren Buffett’s banker. “

“ One major elephant in the room: Warren Buffett — a longtime client of Trott, although it’s not clear he’s currently a client — also happens to be Paramount’s biggest shareholder. Buffett’s 15% stake is down about 60% since he began amassing it in early 2022. According to a well-placed source, Buffett began amassing his stake shortly after Redstone hired Trott as her banker.”¹⁰

⁸ Paramount Global, Inc., Dividend Information, <https://ir.paramount.com/dividend-history#menu>. Paramount has been forced to maintain the \$0.05 dividend since May 2023.

⁹ Jessica Toonkel, *Paramount Global Controlling Shareholder Gets \$125 Million Investment*, THE WALL STREET JOURNAL (May 25, 2023), <https://www.wsj.com/articles/paramount-global-controlling-shareholder-gets-125-million-cash-injection-9e155340>.

¹⁰ A key backer of Skydance is Gerry Cordina, the dealmaker behind RedBird Capital — who also happens to be a former Goldman banker who worked with Trott and spent a short time at BDT.

37. According to the New York Post, a looming deadline to repay a separate \$175 million loan was the driving force behind Redstone's rushed decision to sell off assets. Failure to meet the deadline could result in her losing control of Paramount by being forced to sell shares according to the New York Post losing control of Paramount^{11, 12}

38. According to other reports, Shari Redstone held meetings with Skydance CEO David Ellison in the summer of 2023 to explore the possibility of acquiring NAI, rather than Paramount.¹³ Despite obvious conflicts of interest, Paramount Board delays until January 2, 2024 forming a Special Committee of independent directors to "evaluate strategic alternatives, including third party proposals." Paramount Form 8-K. January 10, 2024, the *New York Post* reported Shari Redstone put NAI up for auction.¹⁴ January 24, 2024, various reports suggested

¹¹ *Id.*

¹² *Id.*; Cynthia Littleton, *Shari Redstone's National Amusements Receives \$125 Million Investment From BDT & MSD Partners*, VARIETY (May 25, 2023), <https://variety.com/2023/biz/news/shari-redstone-paramount-bdt-capital-investment-1235625758/>.

¹³ Josh Kosman, *Shari Redstone banker's ties to Warren Buffett raise scrutiny amid Paramount sale talks*, NEW YORK POST (Jan. 18, 2024), <https://nypost.com/2024/01/18/media/shari-redstone-banker-tied-to-warren-buffett-amid-paramount-sale-talks/>.

¹⁴ J. Kosman, L. Meynhan & A. Steigrod, *Shari Redstone launches auction of Paramount Global's holding company: sources*, NEW YORK POST (Jan. 10, 2024), <https://nypost.com/2024/01/10/business/shari-redstone-launches-auction-of-paramount-global-holder-source/>.

that Skydance made a bid to acquire NAI, which was contingent on a second stepdeal with Skydance acquiring Paramount.¹⁵

39. April 3, 2024, Skydance and Paramount entered into a 30-day exclusive period blessed by Paramount Special Committee advisor Centerview Partners, conflicted from financial advisor role for CBS special committee in previous Viacom merger. The Delaware Court noted the conflict and speculated Centerview was hired by Paramount but controlled by Redstone's instructions – to focus on the Skydance offer and ensure its success.¹⁶

Redstone Recklessly Removes Plaintiff's CEO Contact

40. April 26, 2024, Paramount announced resignation of CEO Bob Bakish and the formation of an "Office of the CEO" committee. It is believed that Bakish was forced out by Redstone due to opposing Skydance. Unexpected loss of a CEO when selling diminishes its value, forcing potential buyers to bring emergency plan for transitioning it.

41. Redstone proceeded as if this event would not be seen as a surprise by bidders and shareholders while also not lowering in the short term the value of Paramount on the auction block requiring a repair or replacement CEO before continuing the sales process . On April 29th, it was reported Skydance had

¹⁵ Alex Sherman, *David Ellison's Skydance Media explores acquiring all of Paramount Global, sources say*, CNBC (Jan 25, 2024), <https://www.cnbc.com/2024/01/24/david-ellison-skydance-media-explodes-buying-paramount-global.html>.

¹⁶ This goes against their role to independently advise the Special Committee on strategic alternatives for Paramount's shareholders. The exclusivity agreement was not received well by Paramount's investors.

provided a “best and final” offer but was refusing to require shareholder approval which the deal had earlier been conditioned on. In late May, the special committee accepted Skydance revised offer, with no shareholder vote provision.¹⁷

Plaintiff Five June 2024 Phone Calls/Voicemails To Defendant Redstone

42. LiveVideo.AI after having lost its CEO contact decided to contact the sole party news articles consistently pointed to as the individual responding to offers from potential bidders, Defendant Shari Redstone after reading June 3rd news that Paramount Special Committee accepted Skydance's buy out terms,¹⁸

43. LiveVideo.AI's CEO engaged in extensive efforts to contact the defendants and press forward with completing a transaction. Contacting National Amusement HQ in Norwood Massachusetts during working business hours on five separate days between June 3rd thru 11th, leaving five very detailed voice messages at Shari Redstone's office while also providing Redstone's executive assistant Michelle with a myriad of options NAI could use to communicate with

¹⁷ Shareholders expressed dissent. The advisors for NAI, Paramount, and Skydance were aware of potential lawsuits and discussed how to handle them, but negotiations continued. Redstone and NAI insisted on legal protection from Skydance in case of lawsuits as a crucial term in the deal.

¹⁸“Paramount Global has agreed on terms of an \$8 billion merger with Skydance”, “under the proposed deal with a Paramount special committee to pay \$2 billion for Paramount's parent company, National Amusements,” “An announcement could come as soon as Tuesday at Paramount's annual shareholder meeting, according to reports.”, “We received the financial terms of the proposed Paramount/Skydance transaction over the weekend and we are reviewing them,” a National Amusements spokesperson said. <https://nypost.com/2024/06/03/business/paramount-skydance-agree-to-terms-on-8b-merger-deal-report/>

and contact back LiveVideo.¹⁹

Call to National Amusement's Shari Redstone and Paramount General Counsel Christine D.

1. June 3- 3:50PM 1 minute 9 second voicemail left with Shari's assistant Michelle* (781-461-1600)
2. June 4-5:47pm est. 1 minute 12 second voice mail left with Shari's assistant (781-461-1600)
3. June 6- 4:28PM 1 minute 10 second voice mail left with Shari's assistant
4. June 6- 4:32pm est. 2 minute 18 second voice mail left with PARA GC (212-846-1933)
5. June 7- 3:16PM est. 1 minute 28 second voice mail left with Shari's assistant (781-461-1600)
6. June 11- 8:03PM est. 1 minute 21 second voicemail left with Shari assistant (781-461-1600)
7. July 3-5:02PM est. 1 minute 10 second voice mail left with Shari assistant (781-461-1600)

*the National Amusement's switchboard requests caller key in last name of person they are trying to reach. Keying in Redstone is recognized and forwards to voicemail of executive assistant Michelle

44. June 4th, Redstone tells public she is "Unhappy" with Skydance deal and "Considering Rival Bids and Options", these false statements mislead the Plaintiff and its CEO inducing them to continue efforts, including work to prepare offer, soliciting financing sources to pay for making buy out of Paramount and

¹⁹ On June 3rd at 3:50pm Est. A company directory was the only option because there was no live operator that picked up after the Plaintiff dialed: 781-461-1600. The CEO of LiveVideo.AI contacted the headquarters of National Amusement in Massachusetts five times over the course of a week, leaving messages for Shari Redstone through her executive assistant Michelle. They invited Redstone to view a CNBC interview and informed her that their company was interested in making a better offer for Paramount's shares than what had been reported in the media, highlighted how their company could strategically benefit Paramount with advanced AI technology and their CEO's experience running a publicly traded company, and assured Redstone that their purchase would not involve breaking up and selling off the company, left contact info, signed nda.

NAL offer and consulting with various tax and finance advisors.²⁰

"The new Skydance offer included "reducing Skydance's valuation of the merger to \$4.75 billion from \$5 billion, to the dismay of Redstone, Reuters reported."

"Redstone is unhappy with the updated merger deal from Skydance and is considering rival bids and options."

"Redstone is now reportedly considering an offer from Hollywood."

"Sources said Redstone is obliged to consider all offers for National Amusements."

45. Redstone had even allowed Paramount a full fair chance to prominent other potential acquirors including on or about January 31, 2024, Byron Allen's Allen Media Group to submit a bid for Paramount Global.

46. On June 6th, the plaintiff had no choice but to leave a voicemail for Redstone at 4:20PM EST for 1 minute 10 seconds, reiterating points from a previous message left on June 4th. Since Redstone expressed unhappiness with the Skydance terms and was open to other offers, the plaintiff could confidently state that Plaintiff's offer would be better for Redstone and Paramount shareholders.

47. As result that Plaintiff's contact is removed as Paramount CEO in April on June 6th the Plaintiff pivots to try to connect with Paramount's General Counsel, D'Alimonte through a phone number listed with the New York Bar Association. Despite multiple call attempts, Plaintiff was unable to reach her and left a 2

²⁰ "Paramount Global shares drop after annual meeting as hopes of merger with Skydance fade" <https://nypost.com/2024/06/04/media/paramount-global-shares-drop-after-annual-meeting-as-hopes-of-merger-with-skydance-fade/>

minute 15 second voicemail at 4:50pm EST.²¹ voicemail left the previous day,

48. Plaintiff attempted to reach NAI and Redstone by telephone during working hours on June 7th only to get the same voicemail sole option, and the Plaintiff finally with no other choice and limited to making a communication by leaving a fourth voicemail did so at 3:16PM est for 1 minute 28 seconds which largely re-iterated the same points stated in first voicemails left June 3rd, 4th, 6th.

49. Redstone continued to manipulate the public spin and messaging she sought to be broadcast out to interested parties like LiveVideo.AI to manipulate them as a June 7th headline: "Redstone was unhappy with the reduced offer, paving a way for rival bidders to make their case."²² Redstone used manufactured media stories to give the illusion that she was working for shareholders and keeping Paramount's sales process unbiased. However, shareholders increasingly vocal about dislike for Skydance proposal and wanted other suitors.

50. Caving to Shari Redstone's demands, key Paramount officers were spontaneously given improved management severance packages in 2024 to disregard their fiduciary duties to shareholders, mitigating resistance by Paramount

²¹ informing her of their superior offer for a Skydance merger that included purchasing Redstone's shares in Paramount and NAI. The Plaintiff also mentioned that their offer was willing to be subjected to approval by a majority vote and would pay higher prices per share for both Class A and Class B stockholders compared to Skydance's proposal. Further Plaintiff made clear that messages by Plaintiff regarding interest were also being left with Chairperson Shari Redstone. Also to speak with D'Alimonte about a conflict of interest with "one member of the special committee". With Paramount's GC refusing to respond to the Plaintiff's

²² <https://nypost.com/2024/06/07/media/shari-redstone-receives-fewest-votes-in-paramount-board-election/>

Officers or Directors as Shari usurped third parties' interest in acquiring Paramount to usurp its corporate opportunities, pushing buying NAI as an alternative means to acquire control of Paramount

Defendants Conceal July 5, 2024 Fax and email Offer

51. Despite defendant's multiple delay tactics, Paramount Chairperson Redstone received Plaintiff July 5th offer by corporate fax, and emailed to NAI top lawyer on July 5, 2024.²³ Defendants ignore both Plaintiff's July 5, 2024 offers sent by fax and to Mr. Jankowski by email. (Exhibit #1)

52. Meanwhile evasive Defendants rushed to complete and sign a merger with Skydance on July 7th adding a new material \$400 million dollar termination fee to help scuttle any other interested bidders. (Exhibit #2)

53. Another element of the bid ridding scheme was to avoid a Livevideo rival bid to emerge in the media and press like the 2007 Dow Jones Counter bid which became featured by CNBC in interview by host Maria Bartiromo. The particular need to conceal the Plaintiff's bid was to keep Plaintiff from getting

²³ "purchase...interests...NAI holds...on superior terms to...Skydance"
 "higher of \$17.50 per share or...111% of...price offered by SkyDance"
 "CEO with significant public operating experience "
 "under the structure you prefer...or...subject to...shareholder approval."
 "binding" agreement "within 3 business days from...return... NDA "
 left a voice mail "...indicating our intent to make an offer...2 weeks ago ""PARA
 GC"...blocked...progress to move offer process forward."
 "some conflict of interest concerns... certain members' special committee... impact
 ability consider... what was best for...fiduciaries"

the Paramount largest independent shareholder Gabelli's support.²⁴

The defendants concealed the Plaintiff's bid because they knew Gabelli's fund would support LiveVideo.AI over Skydance, as evidenced by his previous successful investments in eUniverse and Viacom. The Defendants were aware that Skydance's management team had a history of sexual harassment including a top executive terminated by NBC for violations corroborated as well as a top executive terminated from Pixar, as reported by Chicago Tribune²⁵ and other news sources like NY Post²⁶, while LiveVideo.AI had a clean track record, making them the more favorable option for investors.

54. Between July 5th and July 7th defendants interfered with the plaintiff's potential business relations by erasing records, refusing to contact Plaintiff about the July 5 offer letter faxed and emailed or the voicemail left later in the date for NAI President and Paramount Chairperson Shari Redstone voicemail expressing interest in acquiring Paramount and NAI.

55. Defendants used false statements broadcast on television, radio, and

²⁴ Mario Gabelli, Paramount's largest non-Redstone voting-stock shareholder, threatened legal action if Shari sells voting stock.

²⁵ <https://www.chicagotribune.com/2024/07/08/column-paramounts-new-president-was-fired-last-year-as-ceo-of-nbcuniversal-after-allegations-of-sexual-harassment/>

²⁶ <https://www.msn.com/en-us/money/companies/feminist-group-blasts-skydance-for-naming-jeff-shell-president-after-hadley-gamble-sexual-harassment-scandal/ar-BB1pLdY2>

print, while also waiving away adviser initiated inquiries requesting contact approval with Plaintiff and refusing to follow up through outside advisors and law firms, making defamatory statements, they influenced others to turn a blind eye to their reckless actions.

COUNT I -Unfair Competition (Brought Directly Against All Defendants)

56. Plaintiff repeats and re-alleges every allegation set forth in previous paragraphs as if fully set forth herein.

57. Redstone and NAI with BDT transferred control of Paramount's sale process from one run in the best interests of shareholders to one tilted in favor of Defendants Redstone, NAI, and creditor advisor BDT whose former employee was partners with the winning Skydance July 7 merger agreement Paramount entered into and in the process the Plaintiff was harmed including the concealment and blocking of its July 5, 2024 offer sent to the defendants.

58. One method was unfairly using a conflicted BDT role as financial advisor to assign or recommend Redstone insert as Special Committee outside counsel a conflicted person that was previously adverse to Paramount in another transaction and responsible for harming Paramount shareholders while that lawyer was engaged by rival News Corp.

59. Shari orchestrates strategy to force Paramount to rubber stamp transactions NAI, Redstone, and Lender BDT wanted done quickly without the usual checks and balances restraining Boards of public companies.

60. The BDT Plan Lend Cash To Shari Redstone Collateralized By Paramount Stock. First Shari agrees NAI hires BDT as its advisor on all Paramount financial transactions including change of control. Assigning the NAI lender to be advisor on future sale of core asset securing lender's loan instantly created conflicts of interest the sort of transaction that would never have been approved by a public board of directors. BDT places Christine Varney from its long time law firm Cravath Law, in key Paramount with the help of NAI and Shari Redstone. As outside counsel for the Special Committee, Varney controlled information, making influential recommendations, having ability to communicate with BDT, NAI, and Redstone about committee decisions and reactions.

Paramount and Plaintiff CEO Both Victims Of Varney 2005 Bid Rigging

61. Varney's strategy to help her client News Corp snatch up Myspace's public parent company damaged and humiliated Viacom when the company failed to deliver a bid. Years later Federal Judge George King will conclude the target company's management," evaded Viacom's advances, even though it's representatives were communicating a competing bid was imminent." (Exhibit #4)

62. NY Times' Gretchen Morgenson described Judge King 2010 ruling:

"a shareholder's worst nightmare. A company is in play, with two potential acquirers circling it, but the boards of directors and others running the enterprise who are supposed to snare top dollar for shareholders favor bidders who are dangling the biggest rewards for directors and senior executives.

63. Defendant Varney managed the “dangling” that NY Times cites the Judge concluded occurred harming Paramount shareholders and the Plaintiff’s CEO.²⁷

64. The lawyers blueprint in 2005 for News Corp allowing them to acquire publicly held Myspace at a below fair market price, outfoxing an equally determined key rival, Paramount’s predecessor Viacom, Inc.

65. Another problem with Varney however beyond the first conflict of interest issue cited previously. Varney was saddled with an unusual legal liability created during a crusade she had undertaken in 2005 while serving as top lawyer for News Corp in its completed acquisition of eUniverse (later renamed Intermix) and its Myspace asset (collectively the “Myspace buyout”). She manipulates Paramount into quickly approving a future transaction that NAI, Redstone, and lender BDT have been eagerly awaiting.

²⁷ “Testimony and documents in the case indicate that Viacom was excluded from the bidding process and did not have the opportunity to top the News Corporation offer before Intermix accepted it.”

“evidence and testimony...points to Mr. Rosenblatt favoring the News Corporation bid because he anticipated receiving a big job there if the deal went through.”

“Judge King wrote that evidence “raises the inference that Rosenblatt...was dodging Viacom’s advances.” “On July 15, 2005, a female executive from MTV, a Viacom unit, alerted Mr. Rosenblatt that Viacom would produce a bid early the following week. The judge said, “Rosenblatt replied evasively, failing to correct her mistaken impression that the auction would still be ongoing after Monday.”

“there are at least triable issues of fact” about whether Mr. Rosenblatt acted in good faith or tilted the auction in favor of the NewsCorporation “for a purpose other than maximizing shareholder value.”

66. Varney's "strategy" for acquiring the company was a plan to pay off key individuals with under-the-table cash bribes. Evidence in the class action case revealed that Varney had orchestrated secret cash payments without disclosing them publicly before the crucial shareholder meeting (page 172, 174, 176, 178, dkt 18-1 Federal FRCO Rule 23 Case No. 5:1606268 see Exhibit #5).²⁸

"Summary of key deal terms [TBD]"

"Approximately \$709 million"

"Expect to enter into arrangements with a pre-tax cost of \$70mm post transaction signing to ensure continuity of key personnel"²⁹. "Deal Update" report from "Fox Entertainment Group"

"Total deal cost: \$750M vs. previous \$680M", iii.

"Myspace Retention Plan"... "\$90M gross (\$50M net) critical to maintain positive relationship with management and reduce their tax exposure as much

²⁸ The sheer amount of money involved - a whopping \$70 million dollars - was enough to raise suspicions but News Corp's attorneys ensured client got what wanted and these proof of manipulating and deceiving omissions even after the merger agreement was signed and publicly announced, Varney gave her approval for another \$70 million dollars to be paid off to management, advising both companies not to disclose them. It was clear that the attorneys for Paramount rival main concern was securing the deal at any cost, even if it meant disregarding ethical and legal boundaries. Federal Class Action by public acquisition target shareholders of which largest qualifying FRCP Rule 23 certified class member is GAMCO Gabello Case 5:16-cv-06286, which finally concluded in 2013 with Varney's client settling for a hefty sum of \$45 million dollars. The Federal Judge presiding over the case had already deemed it highly likely that bid rigging had occurred.

²⁹ and that as a premeditated scheme which Varney advised to not be disclosed at all to the public target's shareholders before they voted on approving the transaction

as possible."... "Additionally, trigger option pool for rank-and-file employees as goodwill move (\$5m)."³⁰

67. Varney used this strategy to induce the target's management not to consider the CEO of LiveVideo.AI's \$13.50 counter offer which Viacom had agreed to provide the financing for back in 2005. (Exhibit #3). This was Case 5:16-cv-06286 which her client settled in 2013 for \$45 million dollars after Federal Judge ruled a Jury would likely find bid rigging had occurred in the deal Varney oversaw.³¹

³⁰ page 178 (Exhibit #5 page 179 dkt 18-1 Federal FRCO Rule 23 Case No. 5:1606268). - "Revised Investment" that reveals Christine Varney's involvement in directing her client, Fox Entertainment Group. Despite publicly announcing their merger agreement worth \$582 million dollars, Varney directed Fox to secretly agree to pay the target company's management a whopping \$69 million as part of their "MySpace Retention Plan" - a scheme deemed successful by a Federal Judge in preventing Viacom from bidding on the acquisition And that's not all; after the merger agreement was signed, Varney approved another \$70 million in cash payments to management and advised both companies to keep it off their SEC filings before the shareholder vote to approve the sale of Myspace.com's parent company.

³¹ 18. Varney was able to accomplish this difficult task thru inducing the behavior of the target acquired corporations thru rigging support by key management like the "Richard Rosenblatt" ceo position cited by the Federal Judge in the King 2010 judgment about Varney's lucrative 2005 completed M&A advisory payday Varney received from News Corp., Intermix, later Myspace.com further paid Varney and her law firm millions of dollars in legal fees thru at least 2013.

five years later and only after a determined push by well resourced and experienced class action lawyers had pursued discovery deep in the process of the securities fraud class action case initiated in 2005 after the News Corp \$12.00 Myspace Buyout had been announced.

20. Plaintiff's CEO who at that time owned about 10% of the Myspace public parent, eUniverse (renamed Intermix), had only detected several other problems about the transaction thru reading the SEC filings Varney directed News Corp and

A. Misleading Press Leaks And Statements

68. On June 11th, Defendant Redstone publicly announced negotiations with SkyDance had ended. This statement was misleading and false because Redstone was aware of LiveVideo.AI's interest in making a competing buyout offer, further wanted to give the appearance that other bidders were welcome while secretly blocking out Plaintiff by instructing Paramount advisors not to engage with them and preventing the Special Committee considering LiveVideo.AI.

69. Redstone's public statements about ending negotiations with SkyDance were misleading and false, leading Paramount's General Counsel certainly by then to make D'Alimonte question the integrity of her leadership. On one hand, Redstone claimed to be open to other bidders while secretly freezing out LiveVideo.AI and preventing the Special Committee from engaging with them. D'Alimonte surely knew that by remaining silent, she would be breaching her duty of candor even further.

B. Termination of Paramount GC Without Cause Golden Parachute

70. Another masterful chess move in a high-stakes game of corporate manipulation and greed played out resulting in the June 21, 2024 8k disclosure Paramount will terminate her without cause on June 28th.

the acquisition target to disclose in required S-4 or 8k filings in the months leading up to the required September 2005 shareholder vote meeting needed to close the Myspace buyout.

71. Even more shocking than the GC D'Alimonte disappearing days after she learns about LiveVideo.AI offer as if that wasn't suspicious enough, it quickly becomes clear that the GC was given a lucrative golden parachute worth well over \$5 million cash, to silence any knowledge of Plaintiff's offer and not disclose its receipt to shareholders an unfathomable deception designed by defendants and directed by Varney.

72. The true motive behind D Alimonte's sudden acceptance of the separation revealed in the 8k is that she, as Paramount's General Counsel, must have made the difficult decision of the need to publicly disclose to shareholders the existence of a new potential offer from LiveVideo.AI for a change of control.

C. Ensuring Defective Systems and Internal Controls

73. Defendants NAI, over ten years later, Defendant Shari Redstone who lacked operating experience and still continues to lack public company operating experience and has never signed a Sarbanes Oxley SOX Officer Certificate , willfully damaged LiveVideo.AI's business opportunities with Paramount. They destroyed all records of communication, refused to reach out or allow others to do so on their behalf, and disregarded attempts at contact from LiveVideo.AI and the Special Committee. This caused significant harm to Plaintiff's integrity and resulting in economic damages that will be proven in court.

74. A voicemail left by LiveVideo.AI on June 6, 2024 has informed

D'Alimonte that they have also contacted Defendants NAI and Shari Redstone with their intention to make a competing offer on better terms than Skydance's proposal. Despite this, Defendants Shari Redstone, NAI, Varey, and Seligman instructed D Alimonte to keep quiet about the LiveVideo.AI contacts and not respond to their proposition, while publicly feigning negotiations with Skydance. D Alimonte has discovered that Defendant Shari Redstone's statement on June 11 claiming an end to negotiations with Skydance is deceitful.

75. Despite LiveVideo.AI expressing interest in a buyout offer, Redstone announces that Paramount is open to other offers while secretly working to complete the deal over the July 4th weekend. On July 2, news sources report that NAI and Skydance have reached a revised agreement, falsely making it seem like a recent development. Redstone and affiliated media partners continue to spread false narratives about the situation. These actions misled Plaintiff LiveVideo.AI, which was actively seeking financing for a potential merger with Paramount. D Alimonte has discovered that Shari Redstone falsely claimed she wasn't pursuing the transaction, using media partners like NYPost and WSJ to propagate the false narrative. This is misleading by omission of Defendants Varney, Seligman, NAI, and now Paramount's General Counsel thru an 8k.

C. \$400 Million Dollar Paramount Termination Fee

76. On June 11, 2024, it was publicly reported that Paramount, NAI and

Redstone had rejected the Skydance offer terms.³²

"National Amusements confirmed the deal was dead, saying the company has "not been able to reach mutually acceptable terms, regarding the potential transaction with Skydance Media."

NAI said the company "supports the recently announced strategic plan being executed by Paramount's Office of the CEO."

"Redstone will now likely pursue a sale of just National Amusements, without merging Paramount with another company, according to The Wall Street Journal, "

"NAI has received interest from two other suitors, an investor consortium led by Hollywood producer Steven Paul, and media exec Edgar Bronfman"

"a committee of Paramount directors, who had recently approved the economic terms of the merger but continued to negotiate with Skydance about other deal points, The Journal said."

"some of those points included pushing for a deal to be subject to a vote of all other shareholders."..."National Amusement was supportive of a vote. Skydance said such a vote is "a nonstarter," according to The Journal."

"The committee was scheduled to vote on the Paramount merger with Skydance on Tuesday afternoon, but it is not clear if the vote happened,

"A spokesperson for Paramount Global declined to comment. Skydance did not immediately respond to a Reuters request for comment."

77. Plaintiff attempted to reach NAI and Redstone by telephone during working hours on June 11th after seeing the news reports that Redstone and

³² "Shari Redstone kills Skydance bid to buy her controlling stake in Paramount Global"

<https://nypost.com/2024/06/11/media/shari-redstone-kills-skydance-bid-for-paramount-global/>

NAI had “confirmed the deal was dead” only to get the same voicemail sole option, and the Plaintiff finally with no other choice and limited to making a communication by leaving a fifth voicemail did so at 6:03PM est for 1 minute 21 seconds which largely re-iterated the same points stated in the first voice mails left on June 3rd, 4th, and 6th for reasons completely unconnected with the unfairness of the deal to shareholders and possible threat of litigation, the delay was in part caused by Plaintiff June 6th voicemail left with Paramount’s General Counsel.

78. Despite Redstone refusing to respond to LiveVideo.AI she had no problem engaging other new interested parties. Reportedly, Diller’s company, IAC, had signed a nondisclosure agreement with NAI and was looking at its data room to determine the specifics of the bid;

79. On Sunday, July 7, 2024, Paramount and Skydance issued a press 8-K) announcing a merger agreement “approved by (i) the Paramount Board of Directors based on the unanimous recommendation of the Special Committee and (ii) by Redstone’s NAI, (Exhibit #3) Barclays on July 8, 2024 estimated the price of Redstone’s class A shares from the deal at \$66.16 per share. Skydance will purchase Redstone’s NAI for \$2.4 billion, gaining voting control of Paramount and providing indemnifications to Redstone. Paramount will merge with Skydance, resulting in 317 million new Class B shares for Skydance, valuing the company at \$4.75 billion.

80. Criticism of the Merger among analysts and within the investing community has been quick and widespread. July 8, 2024, analysts covering Paramount downgraded their stock ratings. The \$400 million Termination Fee is exceptionally high, representing 4.8% of the total value of the Merger.

An Adverse Special Committee Member Seligman

81. Sony invested \$5 million dollars in eUniverse for a 15% stake plus a Board seat in 2001 but writes off investment in 2003, its Sony employee resigning from Board. Defendant Seligman, is GC Sony America (SCA) from 2001 until she's terminated in 2016. After Plaintiff's CEO resigns as eUniverse CEO, Seligman breaches 2001 agreements and obligations owed to Plaintiff's CEO by wrongfully adding a non Sony employee into eUniverse's Series B right for a Sony employee only. Seligman's further failed to review the background of their nominee, failing to disclose Edell's bankruptcy as required under Federal Law and SEC regulations nor to make corrective disclosure under Rule S-K 404.

82. Seligman was adverse to Plaintiff and suffered a legal blow when January 9, 2024, DC District Court granted Plaintiff CEO's request for judicial notice of ten facts. The first fact judicial notice was granted included ten cases with a negative judgement Seligman's employer was the party defendant but carried Seligman's liability as CEO or CLO or both during those period for U.S. company Antitrust liability. (Exhibit #6)

"iv. August 20, 2015 "FRCP Rule 23 5:14-cv-04062 " Denial of Defendants Twenty-First Century Fox, Inc., Sony Corporation of America, Orrick Herrington Law LLC, claims for violation of Sherman Act I, Clayton Act, Rule 17200 5:14-cv-04062"

83. This Court can determine if Seligman's actions as head Sony attorney and later CEO failure to not take SEC corrective action is of a material nature. By way of substituting Seligman's name in as another member of the 1502 Enterprise in place of largest number of companies "Sony Corporation, Sony Music Entertainment, Sony Corporation America, 550 DMV, Sony Broadband Entertainment" and fully incorporating by reference the #9567 Delaware complaint starting on page 4, its attached 70b motion and declaration including the evidence attached as fact based evidence as to why Seligman would have been incited and desirous to use her Special Committee Membership to act capricious, arbitrary and discriminate, make defamatory false claims casting Plaintiff's CEO in a negative light to the other Special Committee Members, advisors, and Directors Officers of Paramount. (Exhibit #7, Page 4)

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and further relief as the court seems equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs.

COUNT II: Tortious Interference With Business Relations (Brought Directly Against All Defendants)

84. Plaintiff repeats and re-alleges every allegation set forth in previous paragraphs as if fully set forth herein. The Plaintiff had a pre-existing business relationship with Paramount prior to the January 2, 2024 formation by the Board of Directors of a Special Committee.

85. The Special Committee and Board of Directors of Paramount chose to ignore the superior offer presented by LiveVideo.AI on July 5th, dismissing it without proper consideration. Despite offering a higher share price of \$17.50 compared to Skydance's \$15.00 for Class A and B shareholders, LiveVideo.AI's proposal would have resulted in 50% less dilution for Paramount stockholders. This significant cost savings was made clear in multiple voice messages to Chairperson Shari Redstone, yet she chose to overlook it and continue with the Skydance deal that required a whopping \$4.8 billion worth of stock issuance.

86. Plaintiff had every reason to believe that their competitive offer would be given due diligence by Paramount. Not only was it a superior offer in terms of financial benefits for shareholders, but also promised a more experienced management team and \$2.4 billion less in stock issuance. Yet, despite these clear advantages, Paramount chose to disregard the Plaintiff's offer and instead went

ahead with the costly and dilutive Skydance deal. The Special Committee and Board of Directors of Paramount chose to ignore the superior offer presented by LiveVideo.AI on July 5th, dismissing it without proper consideration. Despite offering a higher share price of \$17.50 compared to Skydance's \$15.00, and a result of 50% less dilution for Paramount stockholders. This significant cost savings was made clear in multiple voice messages to Redstone, yet she chose to overlook it and continue with the Skydance deal that required a whopping \$4.8 billion worth of stock issuance. Later damaging these LiveVideo.AI technology and IP deals as a result of the Plaintiff seeking to attempt to make a superior buy-out offer that would have benefitted stockholders and employees of Paramount.

87. With malicious intent, Defendants NAI and Shari Redstone took deliberate actions to sabotage LiveVideo.AI's chances of securing a partnership with Paramount on June 7th. Despite receiving multiple phone calls and a clear request to participate in Paramount's sales process, they destroyed all physical and electronic evidence of the communication and refused to personally reach out or direct their outside advisors and legal counsel to do so.

88. They even went as far as refusing to involve the Special Committee and Board of Directors in any follow-up with LiveVideo.AI, revealing a calculated plot to harm the plaintiff's business prospects. These ruthless actions demonstrate a

blatant disregard for fair competition and unethical behavior at the highest levels of leadership within NAI and Redstone's inner circle.

89. On the crucial day of June 11th, Defendants NAI and Shari Redstone knowingly and deliberately sabotaged LiveVideo.AI's potential business opportunities with Paramount. As soon as they received LiveVideo.AI's desperate phone calls and voicemail at 6:03pm est, begging to be included in the ongoing sales process, they immediately set out to destroy all physical and electronic evidence of these communications.

90. They refused to personally reach out or direct any outside advisors or law firms working with Paramount to contact LiveVideo.AI. Despite being fully aware of LiveVideo.AI's interest in acquiring Paramount and NAI, they callously disregarded any attempts at communication from LiveVideo.AI, the Special Committee, and even the Board of Directors.

91. With calculated malice, Defendants NAI and Redstone effectively cut off all avenues for LiveVideo.AI to pursue a potential partnership with Paramount, causing immeasurable damage to the plaintiff's business prospects.

92. Plaintiff had every reason to believe that their competitive offer would be given due diligence by Paramount. Not only was it a superior offer in terms of financial benefits for shareholders, but also promised a more experienced

management team and \$2.4 billion less in stock issuance. As a result, the Plaintiff is seeking damages of no less than 50% of the value in stock \$2.42 billion for the unjustified rejection of their proposal and those legal and professional fees found to have been paid in cash.

93. Another reason that NAI, Varney, and Redstone seek to fraudulently conceal the July 5th offer is because it would force them to explain the malicious tortious interference scheme they have used to block, frustrate, and harass the LiveVideo.AI because they Varney and Seligman are conflicted with Plaintiff because of its CEO from ongoing and recent adverse legal matters causing significant conflicts of interest and it is because of the defendants subsequent actions the Plaintiff has now suffered the inability to advance strategic partnerships directly with Paramount begun in good faith during 2023.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and further relief as the court seems equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs.

COUNT III Aiding And Abetting Breach Of Fiduciary Duty, Candor, or Breach of Duty Loyalty (Brought Directly Against All Defendants)

94. Plaintiff repeats and re-alleges every allegation set forth in previous paragraphs as if fully set forth herein.

95. The corporate opportunity doctrine is a fiduciary duty of corporate directors and officers. They cannot take an opportunity for their own benefit if: (1) the corporation can take advantage of it; (2) it falls within the corporation's line of business; (3) the corporation has an interest in it; and (4) taking it would conflict with their duties to the corporation.

96. Controlling stockholders are also prohibited from using their power to benefit themselves at the expense of the corporation. Directors, special committee outside counsel, M&A transaction special committee members, and Chairpersons have a responsibility to prioritize the interests of the shareholders above their own personal interests or those of other parties involved.

97. In this case, the Defendants breached their fiduciary duty by prioritizing the interests of the Controlling Stockholder to approve an unfair Merger, which benefited Skydance and Redstone personally through a buyout at a premium price.

98. D'Alimonte had a fiduciary obligation to disclose the existence of LiveVideo.AI, but was instructed by Redstone, Varney, and Seligman to keep quiet about it and not respond to their offer. However, on June 11, when Shari Redstone announced the end of negotiations with SkyDance, she was aware of

LiveVideo.AI's interest in a competing offer but did not allow the Special Committee to consider it.

99. This put D'Alimonte in a difficult position of having to betray her duty of candor even further. The sudden termination of Paramount's General Counsel on June 21 was a result of Redstone's misleading public statements about negotiations with Skydance while withholding information about LiveVideo.AI's interest. These actions forced D'Alimonte to make false statements in Paramount's June 8k which ultimately hurt Paramount shareholders and the Plaintiff by blocking any chance for an alternative offer to be considered.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and further relief as the court seems equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs.

Count IV- Unjust Enrichment (All Defendants)

100. Plaintiff repeats and re-alleges every allegation set forth in previous paragraphs as if fully set forth herein.

101. Defendant NAI shared LiveVideo.AI communications with Skydance including all details contained in Plaintiff's indications of interest voice mail

communications. The defendants maliciously handed over Plaintiff's confidential strategies and plans to SkyDance as part of a misdirection and false broadcasting scheme Redstone launched on June 11th when the defendants leaked to media cohorts that Redstone "killed" or ended the negotiations with SkyDance.³³ for reasons completely unconnected with the unfairness of the deal to shareholders and more so to put in place newly crafted legal protections amidst threats of litigation and the \$400 million dollar termination, and to mislead the Plaintiff into delaying coming forth with an actual offer like the July 5, 2024 one Plaintiff transmitted.

Redstone had rejected the Skydance offer terms.³⁴

"National Amusements confirmed the deal was dead, saying the company has "not been able to reach mutually acceptable terms, regarding the potential transaction with Skydance Media."

NAI said the company "supports the recently announced strategic plan being executed by Paramount's Office of the CEO."

"Redstone will now likely pursue a sale of Just National Amusements, without merging Paramount with another company, according to The Wall Street Journal."

³³ Meg James, So the Paramount and Skydance Deal is Back on Track. What Happened and What's Next?, (July 3, 2024), <https://www.latimes.com/entertainment-arts/business/story/2024-07-03/paramount-and-skydance-deal-is-back-on-track-what-happened-and-whats-next>.

³⁴ "Shari Redstone kills Skydance bid to buy her controlling stake in Paramount Global"

<https://nypost.com/2024/06/11/media/shari-redstone-kills-skydance-bid-for-paramount-global/>

"NAI has received interest from two other suitors, an investor consortium led by Hollywood producer Steven Paul, and media exec Edgar Bronfman Jr., " "The second part of the deal would have entailed Skydance merging with Paramount, .. in a stock deal."

"a committee of Paramount directors, who had recently approved the economic terms of the merger but continued to negotiate with Skydance about other deal points, The Journal said."

"some of those points included pushing for a deal to be subject to a vote of all other shareholders."..."National Amusement was supportive of a vote. Skydance said such a vote is "a nonstarter," according to The Journal."

"The committee was scheduled to vote on the Paramount merger with Skydance on Tuesday afternoon, but it is not clear if the vote happened."

"A spokesperson for Paramount Global declined to comment. Skydance did not immediately respond to a Reuters request for comment."

102. Plaintiff attempted to reach NAI and Redstone by telephone during working hours on June 11th after seeing the news reports that Redstone and NAI had "confirmed the deal was dead" only to get the same voicemail sole option, and the Plaintiff finally with no other choice and limited to making a communication by leaving a fifth voicemail did so at 6:03PM est for 1 minute 21 seconds which largely re-iterated the same points stated in the first voice mails left on June 3rd, 4th, and 6th.

103. Despite Redstone and NAI refusing to respond to Plaintiff they had no problem engaging other new interested parties. Reportedly, Diller's company, IAC, had signed a nondisclosure agreement with NAI and was looking at its data room to determine the specifics of the bid;

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and further relief as the court seems equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs, as well as judgment temporarily and permanently enjoining Defendants from continuing described actions.

COUNT V – VIOLATION OF DODD-FRANK WHISTLEBLOWER STATUTE – SECTION 922 & 18 U.S.C. §1513(e)(Against Varney and Seligman)

104. Plaintiff repeats and realleges the foregoing paragraphs as set forth herein.

105. Petitioner is entitled to a private cause of action for damages suffered Pursuant to the Dodd Frank Whistleblower Statute. Plaintiff³⁵ entitled to a private cause of action for whistleblowers alleging retaliatory discharge or other discrimination. Id. § 78u-6(h)(1)(B)(i); and Proxy Battle against Petitioner.

106. Defendant Seligman controlled a critical Board Seat Nomination legal right (Series B Preferred) nominating Jeff Edell in 2004 even after evidence

³⁵ Plaintiff's CEO has agreed to transfer rights and privileges due or held by the CEO personally to the Plaintiff,

in Delaware Court showed Edell and Defendants had mislead shareholders by filing multiple defective and false proxy statements to Issuer's shareholders in 2003 and 2004. Relief includes Right to Jury Trial, reinstatement, double the back pay owed, and costs and fees. Id. § 78u-6(h)(1)(C).

107. Defendants have discriminated against the Plaintiff because of the Plaintiff's lawful acts done including investigating the conflicts of interest behind the Skydance offer and Redstone's financial advisor BDT who is also her lender.

108. Plaintiff has been discriminated against by not getting treated similar to the manner other 3rd parties have been welcomed and invited to sign a mutual non disclosure agreement with Paramount as part of receiving the opportunity to participate in making a Paramount buy out offer.

109. Despite the Plaintiff contacting Redstone, NAI and Paramount, and drafting, signing, then sending by fax and email an executed non disclosure agreement the Plaintiff had executed. The defendants discriminated against the Plaintiff and its CEO by refusing to respond, call back, answer, or have an advisor reach out to the Plaintiff after the June 6 phone calls and voice mails left with Paramount's Chairperson and General Counsel.

110. Defendants further discriminated and harassed the Plaintiff and its CEO on July 5th when refusing to treat the Plaintiff like other interested buyers that have contacted Paramount or Redstone. For instance, there are many articles about the Paramount sales process and each article includes references to the fact that

Paramount and Redstone are open to other bidders and offers.

111. Yet despite these claims being made by Defendants, Varney and Seligman are using their control of the special committee and outside counsel to manipulate the information the other Special Committee members possess and are aware of in regards to alternative offers or bidders.

112. Varney, Seligman, and Redstone have instructed Paramount employees and other executives that work on Paramount's behalf not to return the Plaintiff's phone calls, not to reply by email, and not to send any letter communications. To give the Plaintiff no chance to review the information about Paramount being shared with other interested buyers.

113. The defendants have further discriminated against the Plaintiff and have harassed the Plaintiff by refusing to fix defective SEC Filings, ignoring their fiduciary duties and duties of disclosure after the Plaintiff delivered a bona fide 7 page offer agreement fully detailing why the economics would be superior and even offering to travel to Massachussets to meet with NAI, Redstone, and her lawyers in person.

114. It was discrimination after July 5, 2024 at approximately 2pm, when Plaintiff CEO was refused without explanation after Plaintiff requested to speak with someone at NAI or Paramount or their advisors in order to be able to participate in the opportunity with basically the same chances as the other interested parties.

115. Seligman with malicious intent to harm Plaintiff CEO for informing regulators of misdeeds News Corp and Sony, and aiding ongoing litigation husband's company has with Plaintiff CEO in his position as a shareholder member of Class Action that RGRD Law was pursuing in Judge King's Federal Court in Los Angeles that News Corp was the insured for, Sony Corp executives, Defendants in this Complaint, abused their fiduciary duty to Issuer by misleading the Public and shareholders as part of assisting Defendant's scheme to take control of eUniverse, Inc. in 2003 and get approval and entrench Defendants as a result of the January 2004 Annual Meeting.

116. As a Result of the applicable Defendant's involvement in the above-described conspiracy and conspiratorial scheme, the Plaintiff has suffered severe emotional, financial, mental, and physical harm and other deleterious effects; been unfairly disadvantaged in multiple civil lawsuits initiated against him by several of the Defendants and other parties; had his freedom of speech severely impinged; been forced to spend hundreds of thousands of dollars on legal fees; been forced to; And had his personal and professional reputation severely and permanently damaged.

117. Based upon information and belief, some of the Defendants are continuing to engage in the above-described conspiracy and conspiratorial scheme even though they are well aware of the devastating toll that their prior conspiratorial actions have already taken on Petitioner and Petitioner's business

assets.

118. A Jury will determine if Seligman lied to Court regarding Defendant's Proxy disclosure related to Edell, Defendant's failure to "make this right" as claimed by Seligman's Delaware counsel is worthy of corrective disclosure by Sony or Seligman including Declaratory Relief. That is if Seligman's actions and non actions were actually a:

"thumbing their nose at the Chancery Court ruling in January 2004 (and fraudulently concealing from the "Chancery Court in July 2004 at which time the Court entertained an award of legal fees but only granted in part because defendants were fraudulently concealing the aforementioned matters which are detailed fully in the underlying Motions). "

(page #41 of Exhibit #9)

WHEREFORE, Plaintiff on behalf of its CEO demands jury trial and judgment against Defendants for Special, Compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and further relief as the court seems equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff's CEO has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs.

COUNT VI- VIOLATION OF 18 U.S.C. § 1030 –

The Computer Fraud and Abuse Act

119. Plaintiff repeats and realleges the foregoing paragraphs as set forth herein.

120. Defendants became aware of LiveVideo.AI's potential interest in making an offer for Paramount no later than May 6, 2024 after the Plaintiff sent out a test email to find out if the former Paramount CEO might still have access to his corporate email even as he had transitioned to a consulting arrangement with Paramount.³⁶

121. The Plaintiff send out an email May 6th at 11:35 am EST with the subject line "Perfect move opportunity!". The email was used as a test to determine if the Plaintiff's previous top level contact, CEO Bakish,

122. The Plaintiff assumed it was possible a Paramount employee might now be reviewing the former CEO's email inbox to share potential leads or help the new Paramount CEO more rapidly transition key corporate contacts Bakish email account messages.

123. However the Plaintiff was not prepared for what happened next.³⁷

³⁶ had been merely sidelined from leading exploration of the sale of Paramount or totally frozen out without access to be in the Paramount office and no longer able to send or review any email communications sent to the CEO's longtime email address BB@ParamountGlobal (Paramount.com, Viacom.com).

³⁷ At time of May "test" email sent, the Plaintiff was still evaluating the desirability and practicality in regards to if it would be prudent of the Plaintiff to make an offer to acquire Paramount.

124. The Plaintiff's May email was sent with an online marketing software pixel that provides basic information about if and to what degree the email communication was received and read by the intended recipient as well as further detail consisting of providing information if the email is passed on from the email account of the intended recipient to other users using different computers.

125. A couple of weeks after the Plaintiff sent the test email in May, the log summary information provided by the email marketing software was reviewed. The Plaintiff was stunned by the unlawful behavior long suspected after so many news articles and legal settlements pounded home the same simple story; That Shari Redstone did not believe in corporate governance and never took seriously the conflict of interest legal requirements requiring her to keep separate both her personal and NAI interests from those of Paramount. Further, that Redstone just because she owns 9.9% of the stock of Paramount and is Chairperson, does not mean Redstone can operate inside Paramount as if she was the CEO and direct Paramount resources in self-serving manners while only focusing on purposing Paramount to benefit Redstone and NAI.

126. Defendant Redstone violated 1030 by directly or indirectly accessing the Paramount CEO's email communications residing or stored in Paramount's mail server. Redstone as Chairperson was not an executive working for Paramount and therefore Redstone's unauthorized taking or transfer or removal of Paramount

owned emails including Plaintiff's May 6, 2024 email residing in the former CEO's Paramount email server or inbox, contravened 1030 The Computer Crime Prevention Act.

127. Indeed, Redstone and other unauthorized non-executives appear to have without authorization, transferred to upwards of three unauthorized computers a copy of Plaintiff's confidential May 6 email Plaintiff expected would be confidentially received and read by the Paramount CEO or his successor.³⁸

128. On May 6th, and then again on May 11th, and later on July 22, 2024 Defendants Varney, Redstone, Korfman, Seligman "intentionally accessed a computer" owned by Paramount and maintained solely for the use of its employees.

³⁸ Sent for purposes also to try to cheer up the embattled Paramount but evidence points to abuse by different access points showing the email was usurped from Paramount corporation email account and siphoned out to NAI and most likely Redstone, and Varney, who should not have had access, it was read by at least three individuals during the month of May and re-opened in late July after the July 5th offer had been concealed as Varney or her staff were looking to cover their tracks.

129. The defendants without authorization accessed the Bakish email inbox and without first receiving authorization or accessed the inbox of the former CEO which was Paramount owned property and exceeded authorized access. This is because non-executives have no reason or need to be able to access computer servers which are strictly maintained for Paramount employees not for Paramount Directors, outside counsel, or members of the special committee.

130. "Further, the defendants violated 1030 because they did also obtain "information from any protected computer"

The defendants conspired to usurp opportunities they knew they would likely find by invading the Paramount CEO's confidential inbox that it strictly owned by Paramount and to be used only for the benefit of solely Paramount.

131. Further, Defendants Varney, her lieutenant that took over access to computer records deputy general counsel Ms. Groce after D'Alimonte resigned, forwarded without authorization to access or gave an unauthorized access pass to Defendant Redstone's lawyer son Mr. Korff who passed or shared access with SkyDance in Los Angeles and later San Jose, CA exposing it to other unauthorized to access private corporate emails sent from the public company's personal business contacts its CEO maintained and pass them to at least six other unauthorized persons in at least four states, DC, California, New York, Massachusetts, and to show in meetings to countless other adverse conflicted

parties. This activity could not have been a benefit to Paramount Global the corporation or its shareholders as violations of the CCFA being generated and other privacy violations are not what Paramount will earn more revenue or profits from. (See Exhibit #11)

132. The Plaintiff has suffered damage and loss by reason of Defendants violations of CCFA.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and actual damages in an amount to be determined at trial plus punitive damages, interest, counsel fees, costs and the expenses of this action, and for such other and further relief as the court seems equitable. As a direct, legal and proximate result of Defendants' aforementioned actions, Plaintiff has sustained economic damages to be proven at trial. Plaintiff seeks judgment for actual damages, interest and costs, as well as judgment temporarily and permanently enjoining Defendants from continuing described actions.

Dated: September 3, 2024

Respectfully submitted Constantis Law Offices, LLC.

By /s/ Alfred C. Constantis III

Alfred C. Constantis III, Esq.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable in accordance with Federal Rule of Civil Procedure 38(b).

By /s/ Alfred C. Constantis III

Alfred C. Constantis III, Esq.

Attorneys for Plaintiff
Constantis Law Offices, LLC.

EXHIBIT #1

New Purchase Offer (\$1.50 Per Share)

To: [redacted]
 Attn: [redacted]
 [redacted]
 [redacted]
 [redacted]

Re: [redacted]

Dear Sirs, Mr. [redacted]:

Enclosed is a letter offer to be delivered to Mr. [redacted] which is currently being prepared by us with a view to the [redacted]

"Please find the Purchase Offer (\$1.50 Per Share + 25 Auto Tender Shares)"

Please call me tonight at your earliest convenience. Please you and we [redacted] to [redacted] with you [redacted] from Mr. [redacted] and return of the [redacted]. We are [redacted] for [redacted] sale [redacted] at [redacted] to [redacted] a [redacted] [redacted] [redacted] [redacted] and [redacted] [redacted] with.

Best Regards,

End Enclosure

Respectfully,
 [redacted]
 [redacted]
 [redacted]
 [redacted]
 [redacted]
 [redacted]

Tol Jankovici

1. Name: Tol Jankovici

2. Address: Tol Jankovici

3. City: Tol Jankovici

4. State: Tol Jankovici

5. Contact: Tol Jankovici


You are currently not a TOL JANKOVICI member.
Key Details
Date: 06/06/06 14:03:00 (GMT)
Number of Pages: 1
Length of Transmission: 50 seconds
Resolving Number for EBI: 06/06/06
If you have any questions, please call us at 1-800-123-4567.
Thank you for reading TOL JANKOVICI.
Sincerely,
Tol Jankovici, Esq.

FOR COVER SHEET

FILE	Walt, Benjamin
CLASSIFY	Exempt from automatic downgrading and declassification
DECLASSIFY	1500 Indefinite
EXEMPT	Exempt
DATE	004-04 24 10 00 11 000
BY	ATTN: Mr. Alan Bennett (C. Mr. Tom Anderson)

CLASSIFICATION

Exempt from automatic downgrading and declassification - 1500, Exempt
Exempt

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IBM Document 1452 Filed 05/11/11

IBM Document 1452

The undersigned hereby certifies that the facts stated in this document are true and correct to the best of his knowledge and belief, and that he is a duly qualified and competent person to make such a statement.

Signature of the undersigned:

I, the undersigned, hereby certify that the facts stated in this document are true and correct to the best of my knowledge and belief, and that I am a duly qualified and competent person to make such a statement.

I, the undersigned, hereby certify that the facts stated in this document are true and correct to the best of my knowledge and belief, and that I am a duly qualified and competent person to make such a statement.

I, the undersigned, hereby certify that the facts stated in this document are true and correct to the best of my knowledge and belief, and that I am a duly qualified and competent person to make such a statement.

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I, the undersigned, hereby certify that the facts stated in this document are true and correct to the best of my knowledge and belief, and that I am a duly qualified and competent person to make such a statement.

Printed name of the undersigned:

Signature of the undersigned:

Printed name of the undersigned:

Signature of the undersigned:

This document is not to be used for any other purpose than the one for which it was prepared.

IBM Document 1452

Exhibit #2

**PARAMOUNT GLOBAL'S SPECIAL COMMITTEE UNANIMOUSLY APPROVES
MERGER WITH SKYTENCE MEDIA**

NEW YORK, July 11, 2023 – The Special Committee of the Board of Directors (the "Special Committee") of Paramount Global (NASDAQ: PRAA, PAMM) ("Paramount") is "the Company") today announced that it has unanimously approved a merger agreement between Paramount and Skydance Media, LLC ("Skydance").

The Special Committee was formed on January 3, 2023, at the request of Paramount's controlling stockholder, National Amusements, Inc. ("NAI"), to evaluate potential transactions involving both NAI and Paramount as NAI considered its options relating to its investment in Paramount. The Special Committee retained independent financial and legal advisors, Cantor Fitzgerald LLC and Crowell, Tamm & Moore LLP, respectively. Over a period of more than six months, the Special Committee considered multiple approaches and conducted thorough due diligence and advised NAI on the proper considerations for an disposition of Paramount.

The merger agreement includes a 45-day "go-shop" period, which permits the Special Committee and its representatives to actively solicit and consider alternative acquisition proposals. "I have confidence that the process we went through is a superior outcome, and the Company does not intend to discuss developments with respect to the go-shop period's outcome and until it determines such disclosure is appropriate or is otherwise required."

On behalf of the Special Committee, Charles E. Phillips, Jr. said: "We are pleased to have reached an agreement that we believe delivers to Paramount stockholders both immediate value and future growth opportunity. The Special Committee, with the assistance of independent financial and legal advisors, conducted a thorough review of all strategic potential transactions to drive value for our stockholders. In addition to economic value, the Special Committee took into account the certainty of regulatory and regulatory approvals. Following extensive negotiations with Skydance, we believe the proposed transaction will position Paramount for success in a rapidly evolving industry landscape. Upon closing, it will deliver immediate cash consideration at a premium to both the minority Class A and Class B stockholders, who will also benefit from what we believe to be considerable upside through continued equity participation in New Paramount."

Mr. Phillips continued: "The Special Committee would like to thank our Co-CEOs, Danjea Claudio, Chris McCarthy and Brian Robbins for making significant progress in streamlining company operations in a short period of time, positioning Paramount for a sustainable transformation and a path to profitable growth going forward."

Further information regarding terms and conditions contained in the merger agreement will be available on the investor relations portion of Paramount's website at <https://ir.paramount.com> and in a joint press release issued earlier today by Paramount and Skydance.

Important Information About the Transaction and Where To Find It

In connection with the proposed transaction involving Paramount, Skydance and NAI (the "Transaction"), Paramount will file with the Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 that will include an information statement on Schedule 14C and the

EBGM Document 45-2 Filed 05/11/11

This document is not a substitute for the information statements/prospectus or registration statement or any other document that Paycomsoft may file with the SEC. SUBSTITUTES AND SECURITY HOLDERS OF PAYCOMSOFT ARE URGED TO READ THE REGISTRATION STATEMENT WHICH WILL INCLUDE THE INFORMATION STATEMENT/PROSPECTUS, AND ANY OTHER RELEVANT DOCUMENTS THAT ARE FILED OR WILL BE FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS. CAREFULLY READ IN THEIR ENTIRETY BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TRANSACTIONS AND RELATED MATTERS. Investors and security holders may obtain free copies of the registration statement (1-X) and 3-4 (when available) which will include the information statement/prospectus, and other documents filed with the SEC by Paycomsoft through the website maintained by the SEC at www.sec.gov or by contacting the Investor Relations Department at Paycomsoft at 1-848-838-6400, investor@paycomsoft.com.

No Offer or Solicitation

This communication is for informational purposes only and is not intended to, and does not constitute, an offer to subscribe for, buy or sell, or the solicitation of an offer to subscribe for, buy or sell, or an invitation to subscribe for, buy or sell, any securities or is an invitation of any such or approval in any jurisdiction. We disclaim there for any sales, issuance or transfer of securities in any jurisdiction in which such offer, invitation, sale or solicitation would be unlawful or is regulated in jurisdiction under it or securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 19 of the Securities Act of 1933, its amendments, and otherwise in accordance with applicable law.

Cautionary Notes on Forward Looking Statements

This communication contains both historical and forward looking statements, including statements related to our future results, performance and achievements. All statements that are not statements of historical fact are, or may be deemed to be, forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Similarly, statements that describe our objectives, plans or goals are or may be forward-looking statements. These forward-looking statements reflect our current expectations concerning future results and events, generally can be identified by the use of statements that include phrases such as "expect," "anticipate," "intend," "plan," "forecast," "believe," "will," "may," "could," "estimate" or other similar words or phrases, and involve known and unknown risks, uncertainties and other factors that are difficult to predict and which may cause our actual results, performance or achievements to be different from any future results, performance or achievements expressed or implied by these statements.

Important risk factors that may cause such a difference include, but are not limited to: (i) decline. Thereafter may not be occasioned anticipated terms and timing, (ii) or (iii) that a conflict is arising if the Transactions may not be completed, including the failure to secure any required regulatory approvals from any applicable governmental entities or any conditions, limitations or restrictions, placed on such approvals; (iv) that the anticipated tax treatment of the Transactions may not be obtained; (v) the potential impact of unforeseen liabilities. Other significant risks include, but are not limited to, business strategy, competition, economic performance, indebtedness, financial condition and issues in the future, prospects, business and management strategies for the management's expansion and growth of the combined business after the consummation of the Transactions, (vi) potential litigation relating to the Transactions that could

(a) initiated against Paramount or its directors, (ii) potential adverse reactions or changes to business conditions resulting from the announcement of completion of the Transactions, including negative effects of the announcement (volatility or devaluation) of the Transactions on the market price of Paramount's common stock and on Paramount's liquidity or operating results, with risks associated with third party suits and competing interest parties other positions that may be triggered by the Transactions, (iii) the risks and consequences with the negotiation of, and the timing of, Paramount and Skyline to integrate the business successfully and to achieve anticipated synergies, (iv) the risk that deviations from the Transactions will harm Paramount's business, including current plans and operations, or by diverting management's attention, Paramount's ongoing business operations, (v) the ability of Paramount to retain and hire key personnel and executives at any time following changes, (vi) legislative, regulatory and economic developments, with the other risks described in Paramount's most recent annual report on Form 10-K and quarterly report on Form 10-Q, and (vii) management's material judgment of the aforementioned factors. There may be additional risks, uncertainties and factors that we do not currently view as material or that are not necessarily known.

These risks, as well as other risks associated with the Transactions, will be more fully discussed in the disclosure statement regarding the Transactions that will be included in the registration statement on Form S-4 that will be filed with the SEC in connection with the Transactions. While the list of factors presented in this, and the list of factors is presented in the registration statement on Form S-4 is, considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unanticipated factors may present significant additional obstacles to the realization of forward looking statements. Consequently if material differences in results are compared with those anticipated in the forward looking statements would include, among other things, business development, operational problems, financial risks, legal liability to third parties and similar risks, any of which could have a material adverse effect on Paramount's consolidated financial condition, results of operations, cash flow or liquidity. The forward looking statements included in this communication are made only as of the date of the communication, and we do not undertake any obligation to publicly update any forward looking statement to reflect a change in events or circumstances, except as otherwise required by applicable law.

Contact:
Barbara Green
ParamountGlobalCommunications@paramountglobal.com
(212) 322-3818

CONFIDENTIAL

Press

Published: 8/23/05

Outside investor offers \$13.50 a share for Intermix

Byline: Sharon Lee 20, 3:44 pm ET
By: Carly Hume

LOS ANGELES (MarketWatch) — Intermix Media Inc.'s largest non-voting shareholder, Intermix, will be a major stakeholder that the top management a proposal to Intermix to acquire a significant interest in the company for \$13.50 a share. Governor, the founder of InterMix LLC, plans to file a proxy statement with the Securities and Exchange Commission to solicit InterMix shareholders to vote against the proposed acquisition of the company by News Corp., which has offered \$13.50 a share, at the company's shareholders meeting. Governor said under the proposed acquisition, shareholders would be able to sell up to 50% of their shares at their option for \$13.50 a share, as well as other equity participation in InterMix, which would increase InterMix's ownership of the InterMix business. Governor said with that structure of non-voting shares, InterMix could "successfully focus on the growth and development of InterMix.com."

1/11

EXHIBIT 14

CITIZENSHIP—GENERAL

Case No. CV 86-173 (RJD, DSD)

Date: Aug 11, 2020

To: Judge David A. Evans (RJD, DSD)

Presiding: The Honorable

GEORGE A. NOLL, JR. (DISTRICT JUDGE)

Honorable Stephen

N/A

N/A

Deputy Clerk

Court Reporter/Reporter

Trial Ver

Attorney's Present for Plaintiff:

Attorney's Present for Defendant:

None

None

Proceedings: (In Chambers) Order on Cross-Motions for Summary Judgment (27, 38, 39, 41, and 44)

This shareholder class action arises out of News Corporation ("News Corp.")'s acquisition of Internet Media, Inc. ("Internet"), formerly known as of Internet, Inc. (former INET, NCI), a company which owned, among other Internet businesses, the social networking website MySpace. Plaintiff (as Internet) ("Internet") and its affiliates, and on behalf of all members of the shareholder class of Internet business shareholders, claim that Defendants Brian Brown ("Brown"), David Shapiro ("Shapiro"), Lawrence Moxon ("Moxon"), David Carlick ("Carlick"), Andrew Shustan ("Shustan"), Robert Rosenblatt ("Rosenblatt"), James Hunsak ("Hunsak"), and William Woodward ("Woodward") collectively, "Defendants"), the eight Internet directors at the time of the company's sale, breached their fiduciary duty to certain class members and received between 10% of the transaction's net proceeds, less of 1998 and 2002 Rule 144-F (Canada IV and II, respectively) ("Consolidated Second Amended Complaint" ("CSAC")).

"In my June 22, 2008 Order, we affirmed the following class of 750 holders of Internet Media, Inc. ("Internet") in the litigation ("Internet class"). Just July 8, 2008 through the consummation of the sale of Internet to News Corporation ("News Corp.") at the price of \$3.25 per share on September 19, 2008 (the "Acquisition"), after they learned by Defendants' corporate confidential source of the litigation, Excluded from the Class are defendants and any person, firm, or corporation or other entity related to or affiliated with any defendant." (20c/38, 177)

"In my July 14, 2008 Order on the Motion to Dismiss, we dismissed with prejudice Defendants Hunsaker & Co., LLC ("Hunsaker"), and Thomas Wilson Partners Group, Inc. and Thomas Wilson Partners LLC ("TWP"). The transaction issues arose about the Internet class during the 2008 litigation and completed Internet analysis on July 11, 2008 (the price offered by News Corp. in the consummated merger transaction, 20c/38, 178, at 179). In that same Order, we also dismissed with prejudice Cause I for violation of Section 14(e) of the 1933 Act and SEC Rule 144-F, which was stated against the 2003 Individual Defendants, which included Brown, Shapiro, Moxon, Jeffrey Scott (Jodi), Bradley York Carlick, Shustan and TWP, and Victor Pines (20c/38, 179, at 181). Accordingly, Cause II for TWP's sale.

27700: Same name as 27699.

bioRxiv preprint doi: <https://doi.org/10.1101/000000>; this version posted May 1, 2014. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

Received: April 27, 2004

From: David.Brown@BayerPharm.com, Bayer Pharma, 41-44

initially. However, “[i]f the opposing party does not respond, summary judgment shall be appropriate, by court approval only.” Fed. R. Civ. P. 36(c)(2), as amended California Code of Civil Procedure § 437.312, as amended (The plain language of Rule 36(c) mandates the entry of summary judgment “against a party who fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will have the burden of proof at trial.”). The “opposing party has merely made an allegation or assertion in its complaint.” *Finn v. U.S. Bank*, 2012 WL 3062511. “The evidence of the movant need not be undisputed, and all justifiable inferences must be drawn in its favor.” *Anderson*, 471 U.S. at 251; see also *City of Berkeley*, 545 U.S. 902, 909 (2005) (“the court must view all the evidence in the light most favorable to the nonmoving party.”) (emphasis added).

Only admissible evidence may be considered in reaching a verdict for summary judgment.¹ *Allen v. Eddy*, 444 F.2d at 984. Issues involving the admissibility of evidence, “[a]s supporting or refuting affidavits must be made on personal knowledge, and such facts that would be admissible in evidence, and there shall be affidavits in support to qualify the facts thus stated.” 28 U.S.C. § 1792 (a) (2) (a) (i) (supra), 205 F.3d at 6, 438-39 (9th Cir. 2001). Conclusory and speculative affidavits that fail to set forth specific facts are insufficient to create a genuine issue of material fact. *Thornhill Publ’g Co., Inc. v. Cox*, 294 F.3d at 1101; *Id.*, 294 F.3d at 1294-1295 (9th Cir. 1979). *Alman*’s prior newspaper, *San Jose Mercury News*, is inadmissible. *See Agence France Press, Inc. v. Agence France Presse, Inc.*, 507 F.2d 980, 971 n.1 (9th Cir. 2002). Furthermore, neither an unauthenticated copy of a newspaper nor a newspaper owned by the parties itself can be considered as evidence at this stage. *See Id.*, 507 F.2d at 988, 119-20 n.3 (9th Cir. 1975) (stating that unauthenticated newspaper is inadmissible as evidence for summary judgment); *British Int’l Corp. v. Baring* (U.S.), 194 F.2d 940, 942 (9th Cir. 1976) (“[a] legal presumption . . . can not be relied on.”).

14. **Count IV: Breach of Fiduciary Duty Claim**

26. *Indigenous Knowledge and Management of Medicinal Plants* (University of Zimbabwe)

Delaware law governs First IF's state law claims of breach of fiduciary duty. Under Delaware law, all directors and officers are a corporation's sole true shareholders (except to the extent that the Charter or Bylaws provide otherwise). 8 Del. C. § 220(b) (2006).

[illegible]

2010年10月10日 星期六

Page No. CN 9-113-0000, 1994

[illegible]

From: Jay Brown, L. Bruce Brown, et al.

DISCLAIMER: Phoenix has not identified any adverse taken by Resonant or Phoenix which is likely to cause an adverse, or a change, to the extent any harm by means of the drug of use is introduced to Court IV, via GBAWV (anyway) judgment on law specific basis of a well known defendant, including Phoenix and Resonant who are named as authors.

① Poetry and Prose editors

Extolled as heroic works for length of the days of beauty, the claim is most credible that "a majority of the Puritan theologians" (11) must as both sides of the merger or were dismissed and summarily someone else did, as [22] failed to see it good faith. It is, then a literary invention. Side is not in the face of a known fact to suit, discounting a conversion distinguished by "the 1680s" in 1680. A further reading (e.g., 174, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974,

With regard to the first basis for demonstrating inaptitude, the way of viewing education has evolved from "within education . . . and so looks into a classroom that, thus, as required by democratic principles, gives each child and the basic common interest claims of the majority" (Wechsungen, 1991, pp. 117-118, 174-175, 184). "Classic examples of this type of thinking are when a decision appears to be in public or a transaction is motivated by a personal benefit not justified by its distributive, generally" (Hart, 1991, pp. 117, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909,

With respect to the second branch, the dissenting branch of the story of *Isgrate*, Delaware courts have stated that "the requirement to act in good faith is a continuing element, i.e., a condition, of the fundamental duty of loyalty." *Boyer v. Boyer*, 961 A.2d 542, 548-49 (Del. 2009) (citing, *ab initio* and *interim* operations under scrutiny). [T]he Delaware story of loyalty is not necessarily about securing a financial or other cognizable fiduciary benefit of interest. There are numerous cases where the Delaware duty is not in good faith's. In short, the Delaware Supreme Court explained that "although good faith may be described colloquially as part of a 'tool' of fiduciary duty that includes the duties of care and loyalty, the obligation to act in good faith does not exhaust the independent fiduciary duty that makes the entire system in the state relevant and healthy." *Id.* at 550.

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JUDICIAL NOTICE—GENERAL

Case No. CV 05-11018-JWSDate April 17, 2015Title San Joaquin v. San Joaquin, et al.

The California Supreme Court has explained what constitutes bad faith by way of its opinion of *Boomer v. Greenberg*. “At one end of the spectrum, [bad faith] is a category of non-involving, non-conscious, so-called subconscious bad faith,” that is, “the less conscious involvement by an actual agent to do harm.” *Boomer v. Greenberg*, 42 Cal. 4th 401, 174 Cal. Rptr. 2d 840, 154 Cal. App. 3d 288 (1989). (“Bad” is something that *that* Drove [the defendant] did.” 898 A.2d 21, 34 (2007) (“[Drove]’s conscious conduct was not.”). “The characteristics of conduct, which is at the opposite end of the spectrum, involve lack of conscious—that is, knowing intent taken solely by reason of gross negligence and without any malicious intent.” *Boomer*, 898 A.2d at 44. The court observed that “gross negligence, without more, does not and cannot constitute a breach of the fiduciary duty to act in good faith.” *Id.* at 45. The characteristics identified by the California Supreme Court in this case at least include “conscious destruction of data or a conscious disregard for one’s responsibility.” *Id.* at 46. “Such conduct, according to the Court, is properly treated as it was in *Boomer*, as ‘intentional conduct of the defendant, done in an evil or bad faith.’” *Boomer*, 898 A.2d at 47 (quoting *Boomer*, 898 A.2d at 44).

Accordingly, “the distinction between gross negligence and intentional ‘bad faith’ is a fine line, involving ‘more than negligent conduct.’” There are a “preponderance and extreme minority without because, for example, despite a calculation, only to a violation of the duty of care, but otherwise taken in good faith, is conduct under 8 (b)(1) . . . (b)(2)(v) or intentional under 8 (b)(1) C, (1)(v).” *Id.* citing *Boomer*, 898 A.2d with 40.

B. Scope of Plaintiff’s Claim of breach of the duty of loyalty

Inasmuch as the claims defendants are considered their potential breaches of their duty of care, the scope of Court IV’s inquiry depends on “whether any verifiable circumstances on the part of the . . . defendants implicate their duty of loyalty as breach of which is not encompassed.” *Appendix*, 978 U.S. at 13. In that case, it was to be on Defendant’s record for various judgments, we have available whether there are any possible issues of material fact with respect to whether the directors breached their duty of loyalty, the search their duty of care. In keeping with the Parties’ Joint Brief on whether directors have the breach of the duty of loyalty is the second order. First, Plaintiff’s asserted breach is aided by testimony and record, Plaintiff’s allegations of a willful breach of the duty of loyalty is by testimony and record.

1. Bad Faith in Breach of the Duty of Care

The obligation to act in good faith, which is a necessary component of satisfying the duty of loyalty, requires directors to act for the proper and proper corporate well-being. “Therefore, any ‘intentional destruction of data’ is a conscious disregard for one’s responsibility.” *Boomer*, 898 A.2d at 44. In this case, Plaintiff’s claim of breach of the duty of loyalty is by failing to act in the duty of a director to act, thereby demonstrating a conscious disregard for their responsibility, they breach their duty of loyalty by failing to discharge their fiduciary obligations in good faith. In this case, Plaintiff’s claim for breach of the duty of loyalty is by failing to discharge their fiduciary obligations in good faith.

CITE: NPA-100-GENERAL

Doc No: CV-15-1486 (JCL)

Date: Jan 17, 2015

Doc: Amended Complaint v. et al

considering designated bank responsibility in selling loans to Short Corp. for \$2 per share, when neither creditor clearly suggested that Short Finance had authority.

The material facts of *Devine, Inc. v. Mackintosh & Fisher Holdings, Inc.*, 596 A.2d 1111 (Del. 1991), applies directly to conduct during a sale or change of control of a publicly held corporation. *Devine* holds that directors violate their fiduciary duties when they conduct a grossly negligent "the maximization of the company's value for sale by the maximization of profits." 55, at 35. *Devine* is triggered in the following three scenarios: (1) when a corporation initiates an upfront bidding process (spring-loaded) based on a seller's business representation (stating what bookended the company); (2) when, in response to a bidder's offer, a target launches a takeover strategy and initiates alternative transactions for selling the trade-up of the company; or (3) when approval of a transaction results in a sale or change of control." *General v. Devine, Inc.*, 645 A.2d 1176, 1180-81 (Del. 1994) (internal citations and quotations omitted). More recently, the Delaware Supreme Court has noted that *Devine* does not apply "when a company publishes an information-only or preliminary offer in response to an unsolicited offer that will result in a change of control." *Lynald, 950 A.2d at 242*. "When the company's 'bidding' process 'was public,' *Devine* [is] inapplicable" and changed from a defense of the proposed business transaction (though still getting the best price for the stockholders at a sale of the company)." 950 A.2d at 182. In addition to its principal holding that shareholder wealth maximization must be the primary business objective, the court also noted that "to assert that a sales pitch to the best advantage of a target bidder" was impermissible if divorced from the objective of shareholder value maximization. 51, at 184. "[I]f the bidder's sales pitch is not a sales pitch, or a sales pitch of the company's business, but rather the business owner's fiduciary duty to play the market with the controlling faction, market forces must be allowed to operate fairly by letting the target's shareholders take the best price available for their equity." 51.

The Delaware Supreme Court has clarified that *Devine* did not necessarily mean *Gibson* stating, "[w]e neither directly hold that the board must get the best financial price for the company or a specific objective maximizing the sale price of the enterprise." *Lynald, 950 A.2d at 239* (quoting *Gibson v. Evansco, 798 A.2d 1173, 1183 (Del. 2002)*). Additionally, *Devine* was not lawless and again reaffirmed the well-known principle, i.e. the directors may act on the playing field in favor of one bidder or refuse to allow the auction unless this conduct is designed to maximize shareholder wealth. In *Devine v. Mackintosh*, 597 A.2d 1179 (Del. 1991), the court stated that "the board must act in a rational manner to maximize the highest possible price for shareholders." 57, at 136. To be sure, "there is no single blueprint for a board when it comes to selling its shares," and "there are no rigidly prescribed steps that directors must follow to satisfy *Devine* duties." 55, *Lynald, 950 A.2d at 241*. Nevertheless, "[i]f the multiple bidder is competing for control, the company is always publicly disclosing that using *Devine* mechanisms to choose its partner or to favor one bidder over another." 51, *Lynald* (citations omitted). More recently, in *General v. Devine, Inc.*, 950 A.2d 1176, 1180-81 (Del. 2009), the Delaware Supreme Court stated that "a sale of a corporation driven by the board to its playing field cannot a particular bidder for reasons unrelated to the shareholder's ability to get the best" is a violation of a director's fiduciary obligation. 51, at 180-81.

CIVIL SUITS - CENTRAL

Case No. CE-000734-WB-1000Date: June 11, 2009File: John Moore v. Scott Brown, et al.

To support his claim that Defendants acted in bad faith, Plaintiff cites EER's reputation (i.e., *Macmillan, Inc.*, 20 F.3d 126 (CA-10, 1988). In that case, *Macmillan, Inc.*'s Chairman and Chief Executive Officer ("CEO") and its President and Chief Operating Officer ("COO") intentionally arranged to sell their own company's stock in a "take-up agreement" between *Macmillan* and *Kellogg-Brazier Holdings, Inc.* ("KBH") in exchange for a \$10 million fee for failing to leverage *Macmillan*.¹¹ 21 F.3d at 134-45. Note, however, "no participant in the leveraged buyout had a significant self-interest in creating the market of a KBH bid," let alone EER's failure. *Macmillan* never management would, causing up to 30% ownership in the newly formed company." 21 F.3d at 137. In doing so, the pull off the potential 25 percent ownership stake that was before EER had commenced and prior, from self-interested action (bribe) due they would "reduce" the acquisition to the EER board of directors. 21 F.3d at 138 (the parties in the desired direction, they "voluntarily and cooperatively allowed" the market to EER's favor by, among other things, tipping KBH off as to the interest of a competing bid and then concealing this tip from the board of directors. 21 F.3d at 139-41). On appeal, the Supreme Court held that "Macmillan's payment of a bribe, which was not made through its shareholders, was prohibited." 21 F.3d at 140 (emphasis added). The court found that "EER's payment received significant financial advantages to the exclusion and detriment of its competing bidder" to create, before the market, the bidding process." 21 F.3d at 141. Moreover, the court concluded that "the board was biased, if not corrupt, in its efforts to establish a truly independent market...." 21 F.3d at 141. The court added: "By placing the entire process in the hands of the chairman through his own actions, *Macmillan* effectively took EER in its financial struggle, the board potentially contributed to the overhyped market of *Macmillan* where it looked like a EER bid." 21 F.3d at 141.

Thereafter, the court found that *Macmillan* is distinguishable from the *Macmillan* case because there was no bid to sell the stock and no bid to acquire the stock. However, the court has pointed out to no authority for the proposition that *Macmillan* is only applicable when a court examines self-interested transactions for fairness and may not support a finding of bad faith conduct in the absence of such evidence.

"Facilitation and distribution of stock, such as by a broker or by a corporation itself, is a long and well-recognized, strategically designed transaction by the stock market to shareholders. *Macmillan*, 20 F.3d at 137 ("The board's primary objective, and essential purpose, must remain the enhancement of the bidding process for the benefit of the shareholders."). *Macmillan* set forth a not subject to a self-interested transaction.

In the case of *Macmillan*, the court found that the board of directors, by its actions, violated the duty of properly provide to all shareholders the same information. In any event, the board's actions must be successful in relation to the stock market to be subject to, or consistent, with the claim which a particular bid allegedly poses a risk to the market.

¹¹ 21 F.3d at 138. In re *KBH*, 20 F.3d at 138. See *Macmillan, Inc.*, 20 F.3d at 137, 138 (2d Cir. 1988).
¹² The board was of the opinion that it was not in the interests of the company to do so.

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File: *Red Avenue in Westchester.indd*

[illegible]

¹⁷ Likewise a director's particularized intention, evidence that he intended to increase the share of a particular holder, and support a finding of an "intentional discrimination of debt." *Cheney, 900 A.2d at 98*, i.e., a violation of the obligation not to discriminate. See *King v. Manning, 775 A.2d 441, 448 n.3* (Del. Ch. 2003) observing that the duty of good faith may, when a "director consciously . . . abstains, regardless of his motive, a director who consciously disregards his duties to the corporation and its shareholders may suffer a personal judgment for monetary damages for intentional breaches," *id.* cited for authority. (Citing *the personal breaches*, *supra* n.17.)

¹ Although Flaxman did not actually submit a bid, we note here that there are credible reasons of fact and relevant physical law as to that a certain potential being, which was discouraged from actually submitting a bid by the auctioneer, almost had to be avoided.

⁴ The Chinese youth have explained that liberalism, combined to my strategy to drive up the price, is a formula for the Chinese state which has been formed through the loss of democratic youth.

CITIZEN MINUTES - GENERAL

Case No. CV 2011-0286 (PJM)Date: August 1, 2015File: John Deere v. John Deere (2015) (1)

Defendant's principal argument is that certain Delaware Supreme Court cases have created a much more stringent standard for claims of breaches of the obligation to act in good faith. In this case, they use language in the Delaware Supreme Court's decision in *Unocal*,¹ in this case, *Unocal*'s language of director approval of the sale of their company to Russell II, a privately held Luxembourg company, after negotiating several transactions in the day before the price of \$500M to RBC and a set of four contingent debt provisions, including a "flipover" or "earnout" clause in the standard buy-out provisions and a related termination fee. RBC A.M. at 237-38. The court found no bad faith and therefore affirmed the ruling of the court. At 240-44. The Delaware Court stated its decision on the following basis:

The Unocal directors were not aware of any serious threats to Russell's corporate value. They were generally aware of the value of their company and they were for a limited company valued. The directors collected and followed the advice of their financial and legal advisors. They attempted to negotiate a higher offer even though all the evidence indicates that Russell had offered a "bottom" price. Finally, they approved the merger agreement because "it was simply not good for to pass along for the stockholders for their consideration." For instance, we are not in a position to judge, but the Unocal directors did not have a duty to negotiate to pay for the Russell's offer, and last, they did not intend to create a market for the stock in the company. Thus, in the court's view, the court clearly concludes that the Unocal directors did not breach their duty of loyalty by failing to act in good faith.

at 244.

Further to Defendant's argument, Council did not seek any intervention in Delaware law on the state of Unocal. Nothing in this case altered the standard definition of bad faith. Indeed, the court concluded that "but for the fact that the Russell II transaction, which was in the face of a known, that it was, however, not a good time to pay for the stock." At 239 (quoting *Unocal*, 800 A.2d at 67). The court continued, "there is a real difference between an inadequate or flawed offer and a fair offer. The court's decision and the court's conclusion that the transaction was not a fair offer is the

Defendant's central claim that directors have made in good faith. For example, the Delaware Court has held that the duty is not necessarily imposed upon the highest immediately available price because "properly applied it would be contrary to public interest to require a targeted market company to sell its business, negotiating that there is 'no single true price' for selling the duty to maximize value. Nor does a board's decision to sell a company prevent it from offering shareholders and protection, as long as the decision to sell is not reasonably dictated by the objective of getting the highest price, and not by a conflict or self-interest, thereby the board to sell the company and instead a particular bidder for a better understanding by the directors, which is not required."

1998, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 26

Keywords: social support; self-esteem; coping strategies

Yuan, J. and J. C. Powell

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"unconscious divergent" situation. DeChenault re-affirms Chomsky's (1965) impetus to argue that a more integrated standard system, including the following items: (1) a rule which increasingly and progressively failed to authorize that responsibility would then branch into (2) or (3) and (2) "the reason should have been whether these children were adults to afford the first one place." In a [4]-[4] emphasis subject (Chomsky, 1.7, 18), DeChenault's notion of this language is one of needed and misleading. A comprehensive review of the [Lynard] system reveals that the most intended language is the systematic and consistent with the "unconscious divergent" standard. The most did not suggest that the "other" failed standard would suppress the definition of had fallen on both in (Chomsky). The did suggest was uncorrelated measurement of direct history, as suggested by the standard standard DeChenault system. If such a radical departure were introduced, we think the user would have taken the path to say so much. However from the understanding view, the "new system" language would be said to suggest that the user might be anything but a native speaker or native language, facilitated, or in other words the user of one language should be the user.

The "same subject" language derives from the *State and In re Cavanaugh* decisions, which the court cited. 411 U.S. 812 (2d Cir. 2000); 689 F.2d 858, 871 (2d Cir. 1982). Both of these decisions concerned claims that disclosure failed to engage in the necessary weighing to ensure compliance with law, such as the Federal Bankruptcy act in *State*. That circuit decision helps explain why the *In re Cavanaugh* decision had little to offer. "Ultimately when a claim of demand liability for omission is predicated upon agency or liability creating activity within the corporation . . . only a handful of corporate officers of the board or senior management . . . can be held liable to attempt to disseminate reasonable information and attempting to ensure . . . will outweigh the lack of good faith but is a secondary question to liability." 689 F.2d at 871 ("lack a good faith—lack of good faith is substantially outweighed by corporate officers' efforts to correct reasonable oversight—is quite high"). In conclusion, the *Demarest* business Court expressed its view and confidence in *Cavanaugh* that, "the *Cavanaugh* standard is fully consistent with the *Demarest* definition of bad faith." *Demarest*, 478 F.3d at 108 (citing *State*, 681 F.2d at 776). No court record shows this interpretation as *Delaware* with

[illegible]

For other uses, *Inventories of Feeling* requires a drawing that the student knows that they were not constructing their *Illusions of Happiness*. When others see the piece, the student will know.

CIVIL PETITION—GENERAL

Case No. CA 08-0779 (9/18/2010)Date Aug 11, 2010Title See Document Description on filer

Subject to any finally determined ruling a resolution developed for their responsibilities, they remain well-served at inquiry by taking advantage of the Director's obligation to good form.

Pl. A. In a 1995 resolution adopted, Defendant's responsibility was to read Counsel's decision. See, e.g., *Plaintiff v. U.S. E.C. v. Defendant A*, No. 92EN-PCN-2009 WL 175424 at *11 (1995), CA, No. 14, 2009, affirming Counsel's holding that "that fact, and that a breach of the duty of loyalty and the duty of fidelity continuously imposed that last responsibility."

In addition, we do not read Counsel as denouncing the prohibition on using the playing field to the use of a particular field for any reason other than maintaining the field's viability. The lack of an actual or even potential causal link was a key undisputed fact on which the court relied, finding "[the court] may be more inclined to believe that the two other factors could emerge, given the price itself and the fact the limited success of companies that might be involved in acquiring Counsel's unique assets." Finally, no other evidence is admitted because during the five months between the proper appointment and the resolution was "87% to 24 or 25." Other cases have distinguished between single-factor and multiple-factor cases as well. See, e.g., *Smith*, 807 A.2d at 120 (A7) (citing various cases of two factors, e.g., *Supreme*, 345 F. Supp.2d 808, 440 A.2d 133 (DC Md. 2004)). In *MacDonald*, the court was that the directors approved the use of a field as that support (the) finding from within the context for the company as that before directors could purchase the company through a leveraged buy-out. Thus, here, we must not only look for the fact the company was on the verge of bankruptcy, and the final finding was, by the Plaintiff's own admission, the sole remaining option pursuant to the Board's complete and exclusive control. Thus, Counsel only received a single vote from the Board, even if he were to read in "other factors" language as that found in *MacDonald*, it is of barely diminished concern in the multiple-factor cases to be regularly pertinent.

In short, the law and the ethics are not displaced in any way by those in Counsel.

Accordingly, we must ask whether there is a genuine issue of material fact as to whether Defendant's conduct distinguished these facts, i.e., "believed to be the fact of a breach duty to read." See, 807 A.2d at 124. There is nothing to be said here to require granting judgment as a matter of law for Defendant, simply because they engaged in some wrongdoing.

Having considered all of the admissible evidence before us and finding it to be highly more favorable to Plaintiff as we must under Rule 56, we conclude that there are genuine, triable issues of material fact sufficient to define Defendant's Motion for summary judgment on this motion.

¹ "A failure to act in good faith may be shown . . . where the director intentionally acts with purpose other than that of advancing the interests of the corporation, where the director acts with the intent to violate applicable positive law, or where the director intentionally fails to act within the law of a jurisdiction in such a manner as to constitute a conscious disregard for its duties." See, *Walt Disney Co. v. American Lang.*, 807 A.2d at 115.

www.kand.org.uk

Case No. CV 96-00308 (S.D.N.Y. 1996).

May 11, 2008

From: The University of North Carolina at Chapel Hill

There were 161 1st-year undergraduates (1) with the *Salmonella* O157 bloodkit (supplied by David Hocking Ltd) to detect *S. enterica* O157, whilst the remaining 161 students, consistently diagnosed their disease, used TC, whether the reported site of a disease had been MySystem, which would have been the *Salmonella* bloodkit, or whether the *Salmonella* O157 bloodkit was consistently diagnosed their disease.

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Plaintiff's profile evidence tending to show fraudulent activity ended on the July 18, 1999 merger. Plaintiff cited Mason's admission, notwithstanding Mason's representations, that he understood that a competing bid was imminent. Plaintiff also noted that two potential bidders (1) whether KismetNet, was self-identified as the "average" bidder,⁴ and (2) whether he ultimately secured the decision to merge from KismetNet.

As to Rosenthal's purported self-interest, there is evidence of Rosenthal's motivation for the alleged Middle East mission, namely his anticipation of future employment with News Corp., is not particularly revealing itself until July 15. Rosenthal actually declines News Corp.'s *Newsweek* magazine's offer: "But, we agreed the last interview group, all the while thinking, damn, it was hell under it, plus all new assignments, and just got (200) Fox assigned and, um, Fox, America great, NBC!" (J.A., Ex. 104). Rosenthal continues: "I would like to continue to operate solo and produce whatever I can do." The so-called sales pitch and offer was not to sign an employment agreement by Sunday (July 21, 2002). (J.A.). As to the fact that some claim, Rosenthal wrote: "I am leaving, some and agree with every major media company, by getting the deal done. . . . I did have to take the pain I feel under my shoulder. I had better have good job for me since I can't job group work in the New York. . . ." (J.A.). On July 15, Rosenthal wrote: "all those blacked and I can find 10-20 jobs job and get 200% of what we want." Declaring by Monday." (J.A., Ex. 144). The evidence is that since the evidence that Rosenthal had a strong interest in using a major newspaper to sell News Corp., completed well has made up the deal that Rosenthal would be sold to News Corp. on July 15.

However, Plautus points to several key points of disagreement: (1) whether the *triumphi* which lead to Augustus's monuments are due (2) Etruscans, (3) representing the Etruscan house through the *Triumviri Capitalini* ("TC"), (4) *Quintus*, who does not use the TC, and (5) their agents, *adfinis* only defined, *Frax* (Roman), an *adfinis* (Roman) but *Frax* (Roman).

⁴ Although individually, we are not taking the evidence on the bad link proof¹⁷ the day of beauty equipment of the brand of February, day three, in the position, we consider that could a alleged self-interest in the authorship is taken as whether Plutarch has used a wide range of material. But at the same time, Plutarch used his extensive knowledge of his duties by imperiously using the full evidence of his own time.

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First, on July 6, Singaporean responded as normal answering "Fluency coming to hand" by writing a comment: "The word is hard with Fluency... after that there, I know you can do it" (cf. p. 11).

Several 1940s speechless Koko films (Koko's), was across the Tophers was strong to make Koko talk about a personal 4-year-old. (Emo 71, at 23:47-12:54/3). Tophers' reaction to Koko's film Koko never called her back as promised. (LA, Re 140) (7:36) exchanged information quickly and he indicated he would call her, but he never did.

Photo on July 12 shows probe disabled following use of Bessmert's system to the full speed, service "Vlastovozdušná obrana" (U. S. 182).

[illegible]

John, Wagner's CEO, Phyllis Huxton ("Huxton"), who alleged Huxton's interest in promoting business in El Salvador, has written her to say that, and that the phrase with the competing bidder was "moving forward." (Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UU, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ).

¹⁰ *Journal of the American Medical Association*, 287, 10, 1271-1276 (2000).

⁷ The Parties initially sought in the Freedom of Access to Clinic Entrances case not to receive a confidential information affidavit in the pending proceeding under the Securities and Exchange Act, 2000, but Parties had a joint stipulation to produce their application for the under seal produced versions of the 1-18-01 Brief, the joint statement of Unsubstantiated Facts, and Volume 24 and 5-9-01 of the later Exhibitory Appendix, as well as several full deposition transcripts, including Fama's testimony. (2001 No. 204, in last document, the Parties stated that: "WHEREAS the Parties have submitted all over parties that produced documents under prior protective orders which was the subject of the application in the under seal, and submitted their application for the documents to be publicly filed, and therefore withdrew the application in File Under Seal;" (id. at 3). On November 13, 2000 Order regarding the joint application was not filed at or within the deposition transcripts were also being filed in one public record. (2001 No. 204). So were clearly that all the deposition transcripts labeled "Confidential Pursuant to Protective Order" and submitted to the Court along with the Class Action for Remedy Litigation 00-141, was "to filed in the public record pursuant to the Parties' joint stipulation.

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Gift of 1907 also confirmed further failed to give Vincent any hard deadline by which to submit what. *Quint. Ex. 1*, 2011-1 CB 130, 131 (2011), 130-131.

about, see July '73, *Japan's Unemployment Problem* [in *Worldwide Intelligence*]. I EFA to document his difficulties in complying with the American principle: "what, quite honestly . . . [enterprise management] doesn't show up on Friday are prohibited during the week-end." . . . [several legal comments that] . . . [are] within the legal realm of the last sentence. . . . [I]f you've got a right off the job they will strip it. . . . In short, I have had 1,000 of 200 people have working for 77 hours straight on a standard 40, in those conditions I used to be in!" (10-4, p. 20).

However, on July 11, Kate Tafford of MTV also wanted to protest directly to viewers, asking about the network's intentions. "There are 100 different meanings [for] the clock, so we can put forth a number to consider work. They mentioned a couple of walls were cancelled at the end of the show, and we had a 30-second, 10-hour anything I can do to help the process for both of you. This is clearly up the last hour." (Cf. 10:22). Again, Tafford's appeal to work in a way that transcends the jury would be an attempt to work on a possibly important competing bid. "We have your own game plan. It's not a bad idea, it's a good idea. There's a game plan." (10:23).

[illegible]

¹⁷ Broderick, on the other hand, has insisted that he actually told Fournier that a dead would "talk" to him as he "travels," or would tell him new "visions" that the dead was "going to be done by Sunday." (Broderick Tx. at 20-21, 22, 42-43.) This purposeful "misquoting" suggests this conflicting evidence further supports the existence of probable cause of that *ex vivo* Viacom's explicit violation of the impending consummation of the merger with News Corp. Moreover, based on Broderick's disclosure, Viacom's top managers for marketing/business, acting in an intentional or negligent, only to be News Corp. "will deliver the bid resolution from under [our] hands." (Id. at 10.) Fournier also stated that Broderick told him "specifically that was [sic] important." (Fournier Tx. at 20-21-22.) Though the actual meaning of that statement is unclear as to whether a deal or a bid would have been consummated post-merger, given Fournier's other testimony, the verbiage Broderick furnished can conclude that Broderick intended to be told.

¹² A reasonable person could take from the novel that Karamazov intended to escape on a partly successful journey. But, not for the "Silent super-villain" line at the end of the novel: one otherwise assumes that the novel was meant to end as it does, on a bleak note.

¹² We do not intend the algorithm to suggest that there were no social trends. This is merely a descriptive tool for trend analysis in the data.

EBCM Document 1-1 Filed 07/11/19

FINAL WRITERS' CONFERENCE

Case No. 19-00011 (GR) (S&P) Date June 11, 2019
 Title Johnson v. S&P, Inc.

discussion with the Plaintiff should go directly to the jury.” (Katz Tr. at 26:22). Furthermore, Katz testified to the deposition that he had been instructed to act as a notary in connection with the lawsuit. (Id. at 144:1-145:7). Katz testified that he was aware of an upcoming Viacom board meeting, “in which a potential deal was going to be discussed.” (Id. at 48:11-29:46). The Viacom board meeting scheduled to transpire the evening of Tuesday July 18, 2006, (Reynolds Decl. ¶ 42; Johnson Dep. ¶ 26).

On the other hand, Defendants present the following evidence of events leading up to the July 18th meeting, when they argue disavowed the lawsuit and the “good faith” business. S&P Corp. initially stipulated that it would be willing to purchase Viacom in the \$8.10 per share price range. (Reynolds Decl. ¶ 18). During the Tuesday July 12, 2006 meeting between Reynolds, S&P Chairman, and Peter Chernin, S&P CEO, Johnson testified it would pay \$12 per share, as long as the SkySpace Option was exercised and a merger agreement was ultimately reached that Monday, July 17, 2006. (Id. ¶ 24). (Reynolds Decl. ¶ 24). At the 7 p.m. meeting on July 17, the Viacom board discussed Reynolds’ request to S&P Corp.’s proposal to enter into a business combination as preliminary. (Id. ¶¶ 24-30). At that 7 p.m. meeting on July 17, the Viacom board approved the non-binding term sheet, including a variety of deal protections provisions as “the strongest document to date, protecting S&P.” (Id. ¶ 33, J.A. Ex. 96). At the 8 p.m. meeting on July 18, TWP advised the Board that it would be reasonable to approve a merger with S&P Corp. rather than waiting for Viacom to propose an offer. (Johnson Decl. ¶ 27). Reynolds Decl. ¶ 35. At the 7:40 p.m. 17, meeting on July 17, the committee directed TWP to contact Viacom and its representatives, Morgan Stanley, to ascertain whether Viacom would be willing to offer before the opening of the window the next morning. (Reynolds Decl. Ex. 91; Johnson Decl. ¶ 36, J.A. Ex. 96). At the 7:40 p.m. Johnson testified meeting on July 17, TWP advised that Viacom was not prepared to make an offer until at least mid- or late Tuesday, July 18 and approved a bid. (Reynolds Decl. ¶ 42; J.A. Ex. 96). At the 9:40 a.m. board meeting on July 18, both Montgomery and TWP presented their valuation analysis, explaining that \$12 per share was a fair price for Viacom, and the Board voted to approve the merger. (Reynolds Decl. ¶ 44). On July 18, Johnson received his merger agreement with S&P Corp.’s Fox Interactive Media. (Reynolds Decl. ¶ 45; J.A. Ex. 9, at 179). Defendants contend, and the record reflects, that throughout this process the Board met routinely, performed ongoing discussions with fully competing bidders, and consulted legal and financial advisors (J.A. Ex. 8-11, 14-18).

Viewing the evidence in a light and to the light most favorable to Plaintiff, we conclude that there are at least three issues of fact as to whether Reynolds acted in good faith, whether he intentionally skewed the auction in favor of S&P Corp. for purposes other than maximizing shareholder value, including that a Viacom bid was likely and imminent, and whether the arguably dispositive members of Viacom and S&P Corp. had any effect on Viacom’s appreciation of the negative need to make an offer by the meeting of July 17, 2006.

¹⁹ Eugene Shadoff is the Chairman and CEO of S&P Corp. Peter Chernin was the then-President and CEO of Viacom Corp.

EBCOM Document 4-2 Filed 06/17/10

CITE MINUTE COVERAGE

Exhibit	CYBILTED-2006, 2007a	Date	Page 17 of 35
File	The Board's Best Practices List		

consistently abdicated their own authority to suppress false claims by allegedly violating Knowlton's system of rights and strictly failing to adapt the situation to "American" law.

More generally, a reasonable jury likely could conclude that the other board members acted in bad faith in making "decisions with knowledge that they lacked actual information." (Exhibit 2006 A-22 at 1115). With respect to their knowledge of the subject, Defendant's a Yarnwired Member stated that he cannot recall if he or any other board member had "asked any questions regarding Knowlton's status." (Minuta Tr. at 26:14-21). Additionally, he could not recall whether he had "any knowledge of whether anyone from management was providing legal information to Yarnwired and Fox News—City since the first law" by contacting a federal attorney. (id. at 41:11-20).

With respect to their knowledge of federal law, even though Member testified that he could not recall the board ever discussing Knowlton's status, his failure to do so, if true, he also could not. Although he estimates that the board had no "formal" discussions (id. at 41:10-12), other board members testified that they also testified that they were unsure of the that any "due diligence meetings with Yarnwired had been conducted." (Minuta Tr. at 1:05-11; 12:30-34; 20:3-24). Furthermore, Brown testified that he was simply convinced that Yarnwired was conducting due diligence even on the first 14-15, 2005 meeting. (Brown Tr. at 26:5-24).

With respect to their knowledge of the specifics of the merger price, Knowlton did not believe Brown had the authority to negotiate 111 per share from First City, until the day of the "handshake deal" with Knight Ridder, it is unclear whether any of the board received this information. (Id. at 4:03-04). He also did not explain how that reported price was derived. (Id. at 12:12-13). Brown testified that the board did not ask, and that he could not recall whether any board members sought an explanation. (Id. Minuta Tr. at 11:0-6). Moreover, Brown testified that the board as a whole never conducted any independent analysis or otherwise "what 'an appropriate price premium' would be." (Brown Tr. at 12:12-13; 18:35-36; Minuta Tr. at 47:24-29). (Noting that it is unclear that the performance is independent activities. Additionally, Minuta testified that the board had not "demanded the management team to go get the specific valuation work done prior to the negotiation." (Minuta Tr. at 32:4-13). Finally, Brown has testified that he could not even recall whether any of the directors had asked "any questions about [Kingsquire and FWP's] future performance." (Brown Tr. at 1:04-2, 16). Though Brown's failure to recall what everyone had specifically asked back in 2000 would be understandable, a reasonable jury might draw a negative inference that the representation that he would not recall any discussion of the management's future activities.

Concerning all of the above testimony, he the light must be shined on Plaintiff's not trust on Defendant's actions for business judgment. It is unclear that it is as hard to believe as whether the situation or board members conclusively disregarded their duties and acted in bad faith. There is no dispute in the record suggesting that no one on the board asked any questions about the reported per share price, the motivations of the competing bidders, the various relations, or the status of Defendant of a Yarnwired Bid. It is equally very clear that the disclosure documents the other six directors consistently abdicated their duties to suppress false claims required by law to do their utmost to maintain

[illegible]

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From: Ad.Brown@Wageningen-ur.nl

Shareholder wealth. Of course, we cannot model that even gross negligence, per se, can simply be treated as failure to be informed of all information in the domain ("because only the duty of care and is not actionable as bad faith" (Gonyea 306 n.22 at 86). The plaintiff, by filing a materially false suit that that the officer in question committed the breach of negligent conduct, willfully misstated to their decision knowing they lacked material information. (Gonyea 302 n.22 at 1302, and finally, extremely disorganized with illusory issues. (Gonyea 306 n.22 at 86) ("Case law offers little support because there is conflicting authority as to whether an attorney is bound to disclose that it is more probable than simple negligence or failure to be informed of all information in the domain. To protect the interests of the corporation and its shareholders, liability should not be based, which does not involve, directly, or substantially, defined, but a qualified duty to recognize that gross negligence should be avoided.")

iii. The Mortgage Option

The MySpace, Inc. Goodwill Agreement ("2005-7-1-A," Ex. 2), executed on February 11, 2005, was the consummation of a going-private transaction between MySpace, Inc., MySpace Ventures, L.P., Kidspot Ventures, L.P., MySpace Investments, L.P., Kidspot Ventures II, L.P., Rhapsody Ventures II, L.P., Kidspot Technology Partners (I), L.P., and Kidspot Technology Partners II, L.P. (collectively, "the Rhapsody Entities"). *Sharon Deal 7-6, November 2005, 5-7*. Under the agreement, the Rhapsody Entities purchased a 47 percent ownership interest in MySpace, and at the same time, the 47 percent majority stockholders received a portion ("the MySpace Option") in MySpace that entitles them to a 49 percent stake in MySpace. *Sharon Deal 7-6, 10-11*. For 2005, the company reported a net loss of \$1.2 million.

Selling to Internet together with us. All those interests as interest holders in at least 1,000,001
 capital of Common Stock. In the event, interest receives a notice that the party of the with
 respect to a Change of Control of Interest. Within the next 171 months period commencing
 on the date thereof, then, following receipt of such notice and provided circumstances relating
 to such offer are, then, ongoing, interest shall have the right to purchase, up to 100% of
 Common Stock and Common Stock Equivalents of the Corporation held by the other
 shareholders, whether now owned or otherwise acquired.

218, 219, 247-251. Brown, *Shut*, 22-5; *Unsettled*, 27-30; *Unsettled* 215 of the 1994, paragraphed the majority from supporting the *Whisper* Option. If a third party made a third bid for *MySpace*, at least \$125 million, "Unsettled" was necessary to the *Whisper* Option if it did the *Unsettled* (2004) part. In the *Unsettled* (2004) part, it was said that party after settlement the *Unsettled* (2004) part, each of them has a position that is more than \$125 million and *Unsettled* (2004) part, each negotiation between the *Unsettled* and each third party are ongoing. . . . U.S. 218, 247-251. The two procedures are initially identical. (1) a bid for 50 percent or more of *Unsettled*'s shares includes an subsequent deposit for *MySpace*, while *Unsettled* for the *Unsettled* control that no *Unsettled* bid (2) any bid for the *Whisper* includes any subsequent bid for 50 percent or more of *Unsettled*'s shares or the *Unsettled* for the acquisition of *MySpace* are ongoing.

EXHIBITS - GENERAL

Case No. 1:10-cv-01011-DWM-BK

Date: Aug. 11, 2013

Title: The Board of Directors' and

Defendants' conduct in connection with and in furtherance of the sale of a direct minority stake in MySpace, which would have produced the 25 percent business majority interest they coveting through their options under the MSA, to purchase the minority of common shares. Accordingly, we cannot conclude whether the proposed sale of a direct bid for MySpace, which would have been the MySpace Offer, discloses a revelation that Defendants did not consciously disregard their duties as a matter of law.

Defendants claim that the risk of such a finding had not and that any delay in commencing the suit with EBCM Corp. constituted the loss of an opportunity to capture the value of Internet's current peak, MySpace, for their shareholders. (Joint Ex. 111-13). At the July 15th board meeting at 7 p.m., the directors discussed the terms of one document with Steve Corp. and Vision and consented for the possibility that if either company "viewed itself as unlikely to prevail in acquiring Internet", it might submit an offer to acquire only MySpace (which is potentially supported, at least implicitly, Document 1) during its exercise of the MySpace option. Implicitly and/or explicitly, recognizing occasionally that it is known that involving the University (including the potential New Line transaction that under consideration.) (Document Ex. 9-11, 13, 14). Meanwhile and the other directors have discussed this they "believed that the doctrine, provided by Steve Corp. by which to exercise the MySpace Agreement was limited that New Line Corp. was prepared to walk away if the doctrine was consummated by the opening of the week ending on July 14, 2006." (Document Ex. 9-10).

To substantiate that proposed exercise over a potential buy-out bid, Defendants suggest the a "best alternative party offer" and only terms a fully executed agreement, at the best of their major agreement executed on July 18, 2006. (Joint Ex. 99-97). We reject Defendants' assertion that this proposed consideration of Texas, like the "party offer" is comparable to a number of cases. Under Sections 7.1.1 and 7.1.2 of the MSA, a subsequent bid for MySpace or the University control stake, stated in full, will only be purchased if discussions regarding the "best alternative party offer" are "ongoing." This language in the agreement suggests that the term "best alternative party offer" encompasses the best exercise of an agreement, at which point discussions could no longer be "ongoing."

Even though we reject Defendants' construction of the phrase "best alternative party offer" in the MSA, we still reject Plaintiff's argument that we rule as a matter of law on the purely legal question of what constitutes a "best alternative party offer" under Sections 7.1.1 and 7.1.2 of the MSA. In our view, Plaintiff's argument is the point. We are not here to resolve the terms of the MSA as such. Rather, the question is whether there is a reasonable basis for Defendants' reasonable belief that buying from one of the MySpace Option, what the bid is Steve Corp.'s bid for the potential purpose of acquiring, immediately would, as a matter of fact, Defendants had no such reasonable belief that merely used the MySpace Option as a contingency for a further or subsequent bid, as Steve Corp. intended to creating top dollar for the shareholders. We think the evidence fully presents such a doubt as to whether Defendants' proposed exercise was disregard of their duties. In any event, we find the legal dispositive correct along the terms of the question of the property of Defendants' conduct that illegality occurred within the limits of the contribution of the MSA.

CITIZENS UNITED

Case No. CV 05-171-JHE (DC)

Date: Aug 17, 2016

To: The Honorable Richard J. Posner

Accordingly, we leave *BONY Radiant's* choice for human judgment on the question of commercial disparagement.

In light of all the reasons set forth above, we leave *BONY Technologies' Motion for Summary Judgment* as the District's duty (with respect to Plaintiff's last two claims) to the District court's review.

3. Self-Interested Transactions

In the alternative, Defendants move for summary judgment on the second three supporting the Branch of Science, they claim, arguing that five of the eight Defendants in *Topol* were not self-interested as constituted by someone who was. The Defendants' argument rests on numerous facts governing *Int'l Chromatix, Inc. v. Inductronics, Inc.*:

A board of science's majority of directors is interested in not a "neutral decision-making body." See, e.g., *Parsons/Communications, Inc. v. JBT-Terwest, Inc.*, 843 F.2d 1131, 42 U.S.W.2d 1131 (9th Cir. 1988) (a two-sided and hence is partial and often a majority of the directors approving a transaction, a court will apply the same fairness test); *Arrowsmith v. Galt*, 343 F.2d 411, 53 AFTR2d 111 (1964). A majority of disinterested directors is not "impartial" if the majority was determined by an interested director. See *Thompson v. Thompson*, 1995 WL 811, 53 AFTR2d 95-1790, 740 F.2d 1131 (1984). Similarly, the composition of the disinterested majority by an interested director makes the majority's ability to act as a neutral decision-making body. See *AFB-Insurance Co. v. American, Inc.*, 843 F.2d 1131, 42 U.S.W.2d 1131, 1279 (1988).

661 U.S.2d 1131, 117 W.2d 1131 (1999). Accordingly, Plaintiff said make conclusions. "That, the plaintiff's main profit is money during that these members of the board had a financial interest in the challenged transaction," and this was the "existence of a substantial and direct relationship, directly, both to the value of the transaction and/or, the selling, or final." *Parsons*, 1989 WL 4420, at 122 (citing *Galt v. Galt*, 343 F.2d 411, 53 AFTR2d 111 (1964); 363 A.2d at 1130). "Second, the plaintiff must show that some majority of disinterested members of the committee majority of the board is established and maintained the board as probably or is limited to include those interests in the transaction to be made, if not a majority board members would have regarded the existence of their interest interests as a significant fact in the evaluation of the proposed transaction." *Id.*, 363 A.2d at 1130.

There were eight directors on the Science Board at the time of the merger. *Parsons*, 1989 WL 4420, at 122 (citing *Galt v. Galt*, 343 F.2d 411, 53 AFTR2d 111 (1964); 363 A.2d at 1130). "Third, the plaintiff must show that some majority of disinterested members of the committee majority of the board is established and maintained the board as probably or is limited to include those interests in the transaction to be made, if not a majority board members would have regarded the existence of their interest interests as a significant fact in the evaluation of the proposed transaction." *Id.*, 363 A.2d at 1130.

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[illegible]

Hypocrite, based on Murdoch's description of discussion of Kinnaird's presentation in the West, the issue of responsibility is shared with respect to all of the other band members. Accordingly, it is reasonable (and would reasonably) conclude that a majority of the decision was influenced or controlled by someone other than, we hereby **\$2500** *DeGardian's* *Union for Humans*. Judgment on this second issue, but *Plaintiff's* claims of ownership of the day of her life.

22. Court B's Violation of Section 14(a) of the Securities Act of 1933 and SEC Rule 144(f)

On August 23, 2005, University issued a press statement ("Press") concerning the Nohla Company. On October 20, 2005, the November 20, 2005, a majority of University shareholders voted to adopt the Third Agreement. (Ex. 5, 55c. Plaintiff alleges that there were five material omissions from Press: (1) A. Ex. 34. University's 10-K statement filed with SEC (4) A. a phrase of press statement that (1) a press statement released a statement of representation of University about (2) stated the University's (3) that the press statement itself, rather than the position stated in the published statement, had no bearing on the accomplishment of the transaction." *See* *Gold Corp. v. University of California*, 2007 WL 10118, 1027 P.2d 124, 2007 WL 10118 and several questions raised thereby, 10/11/07 WL 10118, 1027 P.2d 124, 2007 WL 10118. The California court in this case has stated that it is not a press statement, but a press statement, rather than a statement or other communication, which is itself, including any statement which is in fact and in the light of the circumstances make which is made, is false or misleading with respect to any statement, but, in which case it is not a statement but a statement in order to make the statement, but not a false or misleading or otherwise to contain any statement in any other communication with respect to the publication of a press, but the same statement or other matter, which has become, false or misleading."

[illegible]

LITIGANT'S EXHIBIT

Case No. 1:11-cv-00014-DWM-SJS

Date: Jan 11, 2011

File: Jan 11, 2011

1. Alleged Material Omissions

A. Defendant's Then-Current Revenue and Profit

Defendant then argues that Plaintiff failed to identify the alleged material omissions of Defendant's then-current revenue and profit as a basis for the SECTION 14(a) claim in its responsive first interrogatories, thereby causing the ground for its Section 14(a) claim, claim for 49(a)(1), to disappear. First, the CDA clearly alleges that Defendant omitted "the current revenue and profit being generated by MySpace." (CDA ¶ 233.21). Second, on July 14, 2009 Defendant's identified the purported material omission as one of the five not being basis for the Section 14(a) claim. (CDA ¶¶ 178, 181). Third, Plaintiff itself identified this alleged material omission as the Personal Information Disclosure to Defendant. (P. JAMES FINDING 15, 17, 18). A true fact of interrogatories to establish: (1) it, Ex. 28). Most of the response to Interrogatory No. 1 focused on the employment omissions of Plaintiff's omission as the Defendant's response generally was the company's then-current revenue and profit. (Id. ¶ 74-75). Plaintiff did not use the phrase "current revenue and profit," but rather, stated the following:

(Plaintiff's) ... were never even aware of MySpace's true value or its strong growth potential, and had no way of comparing the information that was publicly available to management's projections and growth assumptions. They were though certain investors that were asked to invest \$500,000 to get it were confident that they were held in the public view and investors were made available by the company directly or by intermediaries, such as brokers and other members of the investing public, could also compare the data to the Company's internal data to determine if the Investment Bank's revenue options accurately reflected the true value of MySpace.

(Id. at 315) (emphasis added). Although conceding, perhaps, to think the highlighted text above possibly the need to conduct an investigation on MySpace's then-current financial position. From the Plaintiff's Last Brief, it is clear and evident according to Defendant, Plaintiff did not identify this alleged omission. (Last Br. 44(a)(1)). Section 14(a) claim is not also the basis for Plaintiff's omission as the missing whether they were pursuing "any other investments or omissions." For he does not dispute that Plaintiff's counsel requested the questionaire negative, thereby causing the basis. (Id., Ex. 28, Response 14(a), ¶ 74-75). Fifth, Plaintiff's counsel also identified a basis within the basis discussed in the very last sentence, which did not list the purported material omission. (Id., Ex. 28). However, since this document purports to be an outline of the summary judgment arguments Defendant should be, we decline to conclude that the document constituted a waiver of the "current revenue and profit" omission, which was not clearly identified in the CDA, if not so clearly in the Interrogatory responses. Accordingly, in this argument was not waived, and Defendant has a true right to challenge its being shifting back to summary judgment on the basis, see SEC'S (a) 14(a)(1) Summary Judgment is to this alleged material omission under (a)(1).

2. Defendant's Management's 2004-2009 Financial Projections

CIVIL NOTICE - GENERAL

Case No. CR 09-010 (SB, SD)Date Jan 17, 2019To: Joe Blum, Ben Blum, et al.

Plaintiff (the *Blums*) has information that to disclose internal management's internal financial projections and other information was material. The Supreme Court set forth the standard for insider tip liability in *DSC Discovery, Inc. v. Frontgate, Inc.*, 426 U.S. 438 (1975): "An insider tip is material if it has a substantial likelihood that a reasonable shareholder would consider it important in deciding how to vote." 426 U.S. at 449. The Court added that "where material information is disclosed that the disclosure of the subject fact would have been viewed by the reasonable investor as having significantly affected the 'total mix' of information available." 426

While insider events generally limit the financial projections, forward-looking comments, "puffing," or other full financial information need not be disclosed, this case is distinguished. See, e.g., *Waller v. Italian Inns, Inc.*, 802 F.2d 953, 957-58 (9th Cir. 1986); *Flynn v. East Shore Bancs., Inc.*, 742 F.2d 976, 985 (2d Cir. 1984) (citing SEC policy for using nondisclosure of financial projections due to their timeliness and potential to mislead trading stockholders). In this case, the *Blums* disclosed management and TSP's future outlook, but did not disclose the subject company's 2005-2006 financial management projections used in formulating those opinions. In *David Feiner v. Philip International Realty Corp.*, No. 00-213, 2000 WL 177508 (S.D.N.Y. Nov. 30, 2000), the court required to do this disclosure.

A company has no duty to include "immaterial financial projections" in a proxy. However, if a proxy discloses relevant information, correct by comparison and contrast, both the proxy and the (financial) valuation opinion address the value of the Third Avenue property and so the defendant has a duty to fully and accurately disclose information central to the valuation.

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Here, the "total mix" of information before the shareholders did not include any of the projected growth rates. See *SEC v. JPMorgan, Inc.*, 577 F.2d 286 (2d Cir. 1978) (No. 19, p. 114) (3d Cir. 1980); 2005 WL 2295171 ("The 'total mix' of information only includes information that is 'material' or 'reasonably' available to an investor."). *Kupper's 1987 Case*, 107 F.2d 125, 132 (3d Cir. 1999) (same). A reasonable shareholder would have wanted to independently evaluate management's selected financial projections to see if the company was being fairly valued. "[T]here is a substantial likelihood that a reasonable shareholder would consider it important" according his decision. *SEC v. Inco, Inc.*, 426 F.2d at 449. As set previously set in our July 14, 2008 Order, the Ninth Circuit has observed that: "the issue is concerned, perhaps above all else, with the future cash flows of the companies to which they relate. Hence, the average investor's interest would be played by a company's financial projections" *United States v. Bank*, 121 F.3d 1051, 1056-57 (9th Cir. 1998). Delaware courts believe it is true that one considered a disclosed cash flow's "DCF" variable is a proxy. However, the same technique utilized by *Blumgore* and TSP, the court held that the underlying projections following a DCF analysis completed for a future option were clearly material. See *Blumgore v. TSP*, 2014 WL 111, 111 (Del. Ch. 10/7/14) ("projections of cash flow are generally viewed by most highly-qualified investors as important. Investors are coming up with their own estimates of discount rates or . . . market multiples. What they cannot hope to do is replicate management's basic

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Year	Age 17-19	Age 20-24	Age 25-29
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signed, but what he has got by being allowed 800,000 explosives." As of 1997, 1.2 million and several hundred parts remain. Since the discovery of the storage at the bottom, a division of the company as it existed at the time of the storage (Hercal has produced since) is now entirely controlled by two different financial entities of the same company. Subsequently have started to include the company in bankruptcy.

4. **Abstract:** *Methods to quantify the frequency of the following*

[illegible]

We have examined the activity of the Malpianic kidneys, *Trichostema aeneum*, in excreting of Dr. Kurebayashi's synthesis of the chelate metallothiolate for removing the value of M(Hg²⁺), (1) dissolved water flow (GFR) analysis, and (2) excretion of protein compound. Internal fluid of excretion: 1000 μ mol/L.

It is usually, we think, in other specialized knowledge we would find the case of fact in: understand the conditions in order to determine a fact to know, a witness qualified by an expert to know things, still, experience, feeling, or education, only witness stands in the form of an opinion or inference, if it is the testimony is based upon witnesses fact is that, (2) the testimony is the product of reliable processes and methods, and (3) the witness has applied the principles and methods reliably in the fact of the case.

It is noted, the Supreme Court's decision in *Fuller* is inapplicable to the present case because the plaintiff's complaint fails to set forth a plausible pleading and therefore fails to state a claim. 457 U.S. at 917. The Court said that "[i]ndividuals who have no constitutionally-protected interest in a claim have

EBCM Document 145-2 Filed 06/17/16

FBI MEMPHIS - CEMPHIS

Case No. CV 00151-Sub 275Date June 17, 2016Title The Honorable's Brief (Baker, et al.)

knowing" but concluded that "if for some . . . reason he relies on principles and methodology, not on the conclusions that they generate," MJ, at 4199. "To put it simply in answering whether the proffered testimony is substantially valid, the Supreme Court set forth a non-exhaustive list of factors including: 'whether the theory or theories employed by the expert is generally accepted in the scientific community; whether it's been subjected to peer review and publication; whether it can be and has been tested; and whether the known or potential rate of error is acceptable.'" *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579, 113 S.Ct. 2786 (1993) (citing *Fryer*, 900 F.2d 534-544).

The "peer-review obligation" *Daubert* requires is not limited "applies not only to testimony based on scientific knowledge, but also to testimony based on technical and other specialized knowledge." *Kumho Tire Co. v. Carmichael*, 526 U.S. 137, 146 (1999) (quoting *Id. v. Fryer*, 900 F.2d 534, 539). "Of course, there is no rule of rejection, such as the social sciences in which the courts have for the most part been loathe to exclude testimony of both science and methodology. Trial judges are given broad discretion in determining whether *Daubert*'s specific factors are, in an individual instance of reliability is a matter of fact." *United States v. Bennett*, 479 F.3d 1245, 1252 (11th Cir. 2006) (citing *Fryer*, 900 F.2d 534, at 535) (internal citations and quotations made in italics). Courts have noted that "the rule focuses on other indicia of reliability are considered under *Daubert*, including professional experience, education, training, and observation." 30. Through perhaps not to the same degree as psychology or social psychology, forensic valuation is not an exact scientific methodology. Forensic, psychology, and behavior based on professional judgment and experience are key indicators to any valuation. The variety of sources, the fact each have their own methodology, valuation is less than any "exact science." See, e.g., *In re Dowd & Baker Cases*, 819 F.3d 1415, 1421 (9th Cir. 2016) ("Experience and insight in this assessing the value of real property at one given time is not an exact science. Because each parcel of real property is unique, the precise value of land is difficult, often impossible, to determine and it is simply said 'X. *Metco Realty Corp. v. Emerald Inc.*, 501 F.3d 1245, 494, 497 (9th Cir. 2006) (quoting *Id.*) ("the process of valuation is inexact" and *Id.* (9th Cir. analysis "is highly sensitive to assumptions about the firm's costs and rates of growth, and about its discount rate").

With respect to the DOJ analysis the principal difference from *Daubert* and *Fryer*'s (a) witness analysis is Dr. Kennedy's May 2009 growth rate projections for 2007-2008 and 2008-2009. (Baker Brief, Ex. 3, Figure Report of Dr. G. William Kennedy ("Kennedy Report"), May 20, 2009). Kennedy's assumptions produced the following annual growth rates for the companies: 187 percent for 2007-2008; 87 percent for 2008-2009; 21 percent for 2007-2008; and 10 percent for 2008-2009. (Id., Ex. 2b). Management used these projections from early in without any modification. (Baker Brief, Ex. 3, at 89). IMF's projections differed slightly from management's projections: 60 percent for 2007-2008; 87 percent for 2008-2009; 21 percent for 2007-2008; and 10 percent for 2008-2009. (Id.). Kennedy adopted management's projections as presented for 2007-2008 and 2008-2009, and used a discount rate of 12.0 percent (that same figure), and determined that any differences are to indicate differences in growth rates for 2007-2008 and 2008-2009. 41. Management and 2367 percent respectively. (Id. at 16-18). Based on these two figures, Kennedy calculated new Bookings Before

PAUL WRIGHT, GENERAL

Case No. CV 96-03138-LBR-JWS-J

Date: June 17, 1999

1996. The Science of the Environment, 2nd ed. New York: McGraw-Hill.

where accepted RCT methodology,¹⁷ but do they assess any other than a limited number used in the Montgomery and TWP perspectives (for instance, the 2003–2005 and 2006–2007 perspectives in the two-part case which did within the same range in the increased bank)? Interest analysis. Once in light of the Kennedy issue that fully assessed epidemiologic hypothesis, given the inherent element of judgment in their financial evaluation activities, we cannot say that he failed to identify any “reliable literature and methods” or to apply them “principles and methods reliably within the facts of this case.”¹⁸ 14a, 8, 13a, 50. “It seems only when substantial questionable testimony is in both parties’ case may there require single causality, either, and where the jury was able to decide among the conflicting views.” 8a, 1, 7C, 20C7, 24, 25A, 25B, 25C, 25D(1) (concluding, *Grady*, 730 F.2d at 123).

Stewart also argues that there is a "fundamental flaw" in Dr. Kennedy's DCF analysis, which allegedly "fails to average growth rate percentages across all of the 1.5, 2.0000% and 3.0000% (12) 14 percent rates" a historical average of 3.16 percent. (Ex. 17-16; Corbett Brief, in Support of Mr. Stewart's Motion⁴.) Arguing that the constant reinvested key rates of "constant" valuations "formulate the to Portfolio" through Stewart's analysis, which states: "The fact that probable growth rate is calculated lowest, lowest, and, perhaps, substantially or low high is up to Stewart. But can grow faster or it can higher than the growth rate of the economy, to which it applies, the constant growth rate cannot be greater than the overall growth rate of the economy." (Ex. 18; Request for Adjudicative Review ("RAR"), to R. 344 to be Dismissed, in *Stewart v. Dr. Kennedy*, No. 12-00000, filed in the Superior Court of the Commonwealth of Massachusetts, 1/24/14 (John Wiley & Sons, Inc. 2014, 2008). "We have reviewed Defendant's report. Dr. Bradford Corbett's disclosure in support of this Motion is correct, in which he argues that Dr. Kennedy's use of the 10 percent overall multiple is unreasonable." (RAR Brief, in Support of Mr. Stewart's Motion⁵.) It is consistent with the outcome of Dr. Kennedy's DCF analysis. Dr. Corbett used three hypothetical scenarios, in which Mr. Stewart's average growth rate declines by 2 percent, 1 percent, and 0.5 percent, respectively. Each year and is calculated 6 percent, the average annual growth rate is applied (John Stewart Products between 2024 and 2032). (Ex. 19; RAR Briefing Note, RAR, Ex. 1, Request for Summary Judgment, 4/24/14, State Bar, July 22, 2014). (Ex. 20; Stewart's complaint and the Corbett Corbett Brief, Ex. 11-13). Dr. Corbett explains the following total present value as it relates to 2014 (not implied) 100% multiple by year scenario (1) for the 2 percent annual reduction, 2014 10 million and a 4.5% multiple (2) for the 1 percent annual reduction, \$900.4 million and a 4.3% multiple; and (3) for the 0.5 percent annual reduction (wherein with the "most aggressive scenario"), 2014 10 million and a 4.1% multiple. (Ex. 19-20; RAR Brief, Ex. 2-3). Applying the 10 percent discount rate used by Dr. Kennedy, Dr. Corbett's calculation discounted value is of 2014-2017 for each scenario, including: (1) 1211.02 million, (2) \$211.19 million, and (3) \$27.8 million. (Corbett Brief, in Support of Mr. Stewart's Motion⁶). Finally, Dr. Corbett concludes that "total monetary value value Mr. Stewart's investment does in a rate consistent with the outcome of a whole for which case

²⁹ *Id.* §§ 9, 10; *Id.* § 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 84

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after 2010, i.e., after 2012. In Kennedy's simplified ERTSA analysis of 1980-1990, when the high unemployment interval [0, 10] was not a significant impact in ERTSA analysis of 1980-1990, the mean value of 1980-1990 is close to 0.0000, i.e., 0.0000 (0.0000).

Though I may might conclude instead that Dr. Kennedy's selection of an (N=100,000) might not be random, Dr. Cornoff's rebuttals do not demonstrate that Dr. Kennedy's methodology is fundamentally unsound. As here, Dr. Cornoff's rebuttals to his PEG analysis (assuming constant vs. Dr. Kennedy's projection as to WySpor's actual growth rate) and as to how long these growth rates might persist. Since Dr. Cornoff is assuming something like constancy of Dr. Kennedy's projections, the question of which we have already noted is left in exact limbo. We conclude that his arguments do not render Dr. Kennedy's methodology fundamentally unsound and further, fundamentally. The Cornoff's rebuttal was entitled was an adjustment of the original multiple based on the input a statement of the company's growth potential is appropriate. (Shoreline, Co. 2) (Cornoff's) at 207 (N=100,000). Additionally, Dr. Cornoff stated the impression that "we know that the implied present value was equal to the growth of the company, that the original value multiple used would be unrealistic?" (Id. 201, 202 (N=100,000) at 212 (N=100,000)). Dr. Cornoff explained that "it's just a question of how much [the implied present growth rate] enough [the company's]..." and then was satisfied entitled to determine whether the difference between the two rates is "reasonable." (Id. at 212 (N=100,000) at 212 (N=100,000)). And then he left our judgment as to whether it is reasonable to them or not transferred to them. "There was nothing said as to how much return they could have. In case there, it becomes reasonable or unreasonable; it is that judgment of the market." (Id. 212 (N=100,000) at 212 (N=100,000)). And then he concluded that Dr. Kennedy used a value of 100,000. (Id. 212 (N=100,000) at 212 (N=100,000)). These statements suggest that Dr. Kennedy's methodology is a difference of methodological, not even that methodological bias.

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IBM Document 145-2 Filed 05/11/19

CITIZEN REPORTS - GENERAL

Case No. CV 2013-0061 (MS)

Date: Jan 17, 2019

Title: Joe Kennedy's Book Review: 2013

publicize publicize traded companies." (Id. at 21). He justified his deviation from the common book, beginning with "This is obvious:

In examining the public-private economy outside TRF's and public-private Companies, based up all of the outcomes of previous case combined books. . . . Montgomery's public-private companies based on such business-sites, Kennedy has made "the first business to be entered economically and past groups." In a book, Montgomery selected only "Three Advertising" and "Online Content and Marketing" to apply to MySpace. We agree with Montgomery's approach that such business-sites are, and specifically MySpace has different growth and profit potential and function, different analysis would be appropriate to apply to MySpace and the other business business-sites. Within TRF's compilation, only the "General" group is applicable.

(Id. at 26-27). Accordingly, Dr. Kennedy selected the following six companies: Facebook, CHAT, Village, Google, Yahoo, and Amazon. (Id. at 27). Then, based on "separate MySpace financial performance information," Dr. Kennedy assessed the field down to Google and Yahoo, concluding there was only two companies with comparable growth and TRF's growth system. (Id. at 27-28). Dr. Kennedy concluded that MySpace "was the higher profitability firm" of the six public-private companies, and therefore, he could allocate the 2003 figure for MySpace not only as "average of the multiples followed by Google and Yahoo." (Id. at 24-25).

There is nothing in the record to suggest the possibility that selecting comparable companies based on CHAT services provided, (1) income, assets, and (2) TRF's, makes either a comparable public company analysis financially reasonable. We will not require this analysis simply because Dr. Kennedy states Dr. Kennedy's conclusion that the only public-private company left standing in the final analysis were Google and Yahoo. Even Kennedy's "and Yahoo" argument is "the solution of" as based on a base of comparison companies is reasonably possible." (Id. at 28-29, 30-31, 32-33, 34-35, 36-37, 38-39, 40-41) (emphasis added). Dr. Kennedy concludes that, but for selecting comparable companies as a base of comparison companies is reasonably possible. Dr. Kennedy's argument with this conclusion is properly rejected as unreasonable.

Accordingly, we reject BNY's Defendant's Motion to Exclude Dr. Kennedy's testimony. Dr. Kennedy's testimony is sufficient to a least some of the issues at issue in this case of public-private companies BNY Defendant's Motion to Exclude Defendant's testimony.

1. "Lost Opportunity" Damages

As a final alternative, Plaintiff seeks "lost opportunity" damages based on the allegedly impending violation of "What actual losses about the defendant's" case about the loss of opportunity "an attempt to recover of substantial damages," the "lost opportunity" theory. Defendant's case, IN 1, page 24 at 277 personal question marks controls. Lost opportunity damages require "loss of a possible profit or benefit, defined as an addition to the value of one's company,

CTVCL 504-200X-02000000

Fig. 4a. CT 86-115 (1986, 1989).

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Page 10 of 10

Accordingly, we **REJECT** H₀ (Hypothesis 1) that the Summary Judgment is a fair proxy of Image. ²² For the Secondary Stakeholder, Responding **SPS-V** proved a good fit for the model of overall stakeholder-based environmental evaluation of business at the time of the merger.

16. **Casey H. DeVore**, *Director, Dept. of the Secretary and Treasurer*, Jan. 1974.

Section 212 of the CFAA also provides that: "Any person who, directly or indirectly, causes any transmission to take place in violation of this chapter or of any rule or regulation thereunder shall also be liable jointly and severally with and to the same extent as each controlled person in any pattern to scheme (a) controlled person is liable, unless the controlling person acted in good faith and did not directly or indirectly induce the act or acts constituting the violation or series of violations." 18 U.S.C. § 212a. The Fourth Circuit's 2 parts in its primary liability order against 18a, held that to be control person liability, "close to 471. However, since we are almost certainly judgment with respect to this part of the issue for 471, we discuss 18a only in the alternative summary judgment with respect to 471 only."

Keywords: *Self-esteem, self-esteem threat, self-esteem threat sensitivity, self-esteem threat sensitivity scale, self-esteem threat sensitivity scale-2*

Read *W* for ideas for Students. Judgment is **SHOULD**. *W* for Summary Judgment is mostly **CRUSTY** in part and **DONE** in part as set forth in this Chart. **W** for story (My days I am) cannot **SHALL** like *W* for story report. Story itself does *W* for Summary Judgment is *W* for story report.

[illegible]

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¹²² We have not measured a correlation and statistical significance between an individual's "love opponents" score of images provided on a previous VOTAB that would be highly correlated to the rank of Kinship-ship values which is much in evidence beyond the alleged causal connection from the theory. The finding has not addressed this issue in our VOTAB studies.

CONFIDENTIAL

Summary of key deal terms [TBD]

[illegible]

Revised Investment

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	Investment	Financing	Equity	Debt	Equity
Equity Value (\$11.00/share)	\$11.00		\$11.00		\$11.00
Net Debt + Cash/Option Value	100		100		100
Enterprise Value	\$11.00		\$11.00		\$11.00
Weighted Liquidation	-	100	100		100
Weighted Option Cost	10		10		10
Weighted Transaction Costs	-	10	10		10
W/ Transaction Costs	\$11.00		\$11.00		\$11.00
Weighted Liquidation	-	100	100		100
Weighted Option Cost	10		10		10
Weighted Transaction Costs	-	10	10		10
W/ Transaction Costs	\$11.00		\$11.00		\$11.00
Weighted Liquidation	-	100	100		100
Weighted Option Cost	10		10		10
Weighted Transaction Costs	-	10	10		10
W/ Transaction Costs	\$11.00		\$11.00		\$11.00

FOX Entertainment Group

Version 1.0

Deal Update

Economics

- 1. Enterprise value cost of \$53M vs. previous estimate of \$3-41M
- 2. Total cost cost: \$75M vs. previous estimate - that present cost of \$70M
- 3. New adjusted net value: \$51M-54M
- 4. Using market cap from 2014, valuation of \$50M-52M (current yr.) and \$1.4-1.8M (current year)
- 5. MySpace stock is being valued at \$51M-52M using management projections (forward year) (BETA of 1.0M)

Business Transition Plan

- 1. MySpace stock (BETA of 1.0M) critical to maintain existing relationship with management and reduce their tax exposure as much as possible
- 2. Substantively, trigger when paid for cash and the employees as possible now (BETA)

Legal

- 1. Deal involving between voting rights agreement vs. stock purchase agreement
- 2. Break-up fee of \$2.5M
- 3. Financing of \$1M stock as a secured loan

FOX Entertainment Group

Potential Acquisition Comparison

Transaction	Networks		RELEVANT
	MySpace	U.S. & Foreign	
Target Market	MySpace - 14.5 % of pop		
Current Traffic	2009		
- Uniques	2.1B		
- Page Views			
2009 Financials	Revenue	Revenue	
- Revenue	\$1.13B	\$1.02B	
- Expenses	24	27	
- Margin %	97%	96%	
Est. Transaction Price*	\$1.02B - \$1.07B		
- EBITDA Multiple	10.5x		

* Excludes 2009 4Q revenue and 2009 4Q EBITDA. Excludes 2009 4Q revenue and 2009 4Q EBITDA. Excludes 2009 4Q revenue and 2009 4Q EBITDA.

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EXHIBIT 145

EXHIBIT 145

EXHIBIT 10-11: 11/14/2019

Plaintiff's filing request, pursuant to Rule 101 of the Rules of the District of Columbia, that the

Court take judicial notice of the following items in connection with Plaintiff's Motion (9/14/19):

Exhibit 10

1. Revised Supplemental Depositions 17, 2019 in Delaware Superior Court: 4 Page

Exhibit 11

2. April 11, 2017 IN THE SUPREME COURT OF THE STATE OF DELAWARE

FILED: 02/20/23

A WRIT OF HABEAS CORPUS

Before STEPH, Chief Justice, WILLIAMS, and TAYLOR, Justices.

FILED: 03 pages

3. September 17, 2011 Delaware Superior Court Order on No. 047, 2010

PETITION OF WILLIAM J. STEPHENS FOR A WRIT OF HABEAS CORPUS: 4 pages

4. April 11, 2017 Delaware Court Chancery grants Plaintiff's Motion Involuntarily: 6 pages

5. WILLIT Order on the Delaware Court Order: 1 page

Exhibit 10 documents

C. Plaintiff's filiation of Appeal to the United States District Court in Google LLC v. Way
Diversity and the Circuit Court Order dated JAN 17 2017 U.S. COURT OF APPEALS 14-1000
UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

WILLIAM J. STEPHENS, Plaintiff Appellant v. THE UNITED STATES OF AMERICA, Defendant

No. 19-00013 U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Appeal from the United States District Court for the Northern District of California

Donald M. White, District Judge, Presiding Submitted August 9, 2017**

Before: SCHEIDT, TAYLOR, and W. SMITH, Circuit Judges.

FILED: 4/17/2017

MOLLY C. OWYER, CLERK

IBBM Document 105-2 Filed 02/02/24

"Thompson's motion of appeal challenging the district court's ruling."

Commissioner of DOR, May 2, 2014 (acknowledging Thompson's second Order, which was filed in the district court, should have been filed in this court. See 11 U.S.C. § 706-4D (providing that certain state judgments of which a court would "may be appealed to the appropriate court of appeals of the United States six months from the date after the determination is issued by the Commissioner"). We consider Thompson's motion of appeal as a petition for review. See Fed. R. App. 5 (1)(ii). In the interests of justice, we transfer Thompson's petition for review to this court. See 28 U.S.C. § 1131; *Kash v. Engle*, 897 F.2d 1061, 1064 (9th Cir. 1990) (noting that its conditions for transfer under 28 U.S.C. § 1131, are also found in *Amend. 28 U.S.C. 1134* (9th Cir. 2001) ("[T]o ensure the purposes of the transfer motion is to aid litigants who were confused about the proper forum for review a petition that would be transferred without a transfer motion for reasons of justice and internal operations could conclude). The Clerk shall file Thompson's motion of appeal (2014) Court Order. Every litigant as a petition for review of the 2014 May 2, 2014 order and upon a new case in this court."

- 1 -

7. BUNDANT GOOGLE BUYS TO SUPPORT MOTION FOR AN ORDER DECLARING PLAINTIFF A VIOLATION LITIGANT AND FOR ATTORNEY'S FEE PURSUANT TO 28 U.S.C. § 1915A(b)(1)(B)

DocId: 14-cv-00113-EMV involving Defendant Document 105-2 (pages)

8. Filed by Defendant Plaintiff verified to filing to federal courts upon by law of justice

EBGM Document 1-1 Filed 10/02/15

DEFENDANT GOOGLE INC. /s/

FED. CTY. P. 7-1 AND LOCAL RULES-11

CERTIFICATE OF INTERESTED PARTIES

DATED FILED: OCTOBER 2, 2015

voluntarily submitted by the interest of the proceeding

1. Plaintiff, Inc., Plaintiff Company of [redacted], Google Inc., Defendant

David Charles S. 2017

4. That the Defendant's 200004 "example of how" is a case where state courts occur party court. Google represents that courts, judgments, from court party. Google have got permission for the defendant to use Plaintiff that a Federal Court for Ave., showing how no regulation would. Google does not have license related from being advance court party to Plaintiff.

"Present to (1) Local Box 7-11, Plaintiff Google Inc., now known as Google LLC, and Defendant Charles S. 2017, Inc. and Creative Technology Ltd. ("Creative"), collectively, the "Parties", by and through their respective counsel of record, jointly executed as follows:

WHEREAS Plaintiff represents that Google Inc. had a Certificate of Incorporation with the Delaware Secretary of State, in which Google Inc. was a Delaware corporation and Plaintiff hereby company and changed its name to Google LLC on September 10, 2015;

WHEREAS Plaintiff represents that Google LLC had a Certificate of Incorporation with the Delaware Secretary of State, effective on September 10, 2015;

WHEREAS the Parties agree that the litigation needs without the above-stated change of corporate name, the case is not affirmatively submitted to the court;

NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the Parties, through their respective counsel and subject to the Court's approval, that Google Inc. shall now be known as Google LLC in all future and the caption of the case shall be:

EBGM Document 1-1 Filed 01/03/24

Business and Operations, for Clerk's court take judicial notice of filing documents in E-Case 2013-00123

of the Federal Rules of Evidence

Respectfully Submitted,

W. Scott G. Brown

Dated: January 3, 2024

Lead Counsel, pro se

244 3rd Ave, W2206

New York, NY 10003

Email: scottbrown@earthlink.net

IBM Document 145-2 Filed 05/10/24

EXHIBIT

EBGM Document 145-1 Filed 03/03/21

CONFIDENTIAL

IBM Document 145-2 Filed 03/02/24

Trudeau, and Windhorst, the Court overruled judicial advice of King pursuant to Rule 240(a)(2).

Office of the Federal Rules of Evidence

Responsibility Statement

W. Reed Coleman

Dated: January 2, 2024

Head Department, per se

244 1st ave, W2205

New York, NY 10001

Head Department 12345678901234567890

IBM Document 145-2 Filed 05/11/2025

EXHIBIT

COURT SYSTEMS OF THE STATE OF ILLINOIS

RETURN TO THE
PETITIONER OF THE
CHIEF OF THE
MAYOR'S
No. 107, 2015

Submitted: March 23, 2015
Decided: April 13, 2015

Justice STRINE, Chief Justice; HOLLAND and VAUGHN, Justices.

ORDER

This 13th day of April 2015, upon consideration of the petition of David George for a writ of mandamus, it appears to the Court that:

(i) The petitioner, David George, seeks to invoke the original jurisdiction of this Court under Supreme Court Rule 41. He requests that the Court issue a writ of mandamus directing a Master of the Court of Chancery to: (i) grant his "Motion to Dismiss Summary Judgment;" (ii) declare that he is immediately entitled to advancement of his legal fees; (iii) grant his "Motion Rule 34(b) or Rule 35(b)"; (iv) grant his "Motion for Partial Summary Judgment;" (v) order a hearing on his "Motion 30b;" (vi) order an independent accounting of legal fees paid by defendants to the Master's former employer; (vii) transfer his case to Vice-Chancellor Lester; (viii) disqualify the law firm of Richards Layton & Finger from appearing

EBGM Document 11-1 Filed 02/23/16

his case; (ii) info. certain people as confidential; and (iii) set a new hearing date on his "Intention to Expedite Summary Judgment."

(2) The instant before, Rivers Corporation and Internet Media LLC, as well as defendants, Sony Entertainment, Inc., Sony Music Holdings, Inc., and SRE Digital Media Ventures, Inc., have filed motions seeking to dismiss Geremey's writ of mandamus. After careful consideration of the parties' respective positions, we find that Geremey's petition manifestly fails to invoke this Court's original jurisdiction to issue an extraordinary writ. Accordingly, his petition must be dismissed.

(3) A writ of mandamus is designed to compel a lower court to perform a duty if it is shown that: the complainant has a clear right to the performance of the duty; that no other adequate remedy is available; and that the trial court has affirmatively failed or refused to perform its duty.³ A writ of mandamus will not be issued "to compel a trial court to perform a particular judicial function, to decide a matter in a particular way, or to discuss the merits of its docket."⁴ A writ of mandamus is not warranted under the present circumstances because the pending motions before are within the discretion of the Master in Chancery.⁵ This Court will not compel the Court

³ *New Mexico, 980 A.2d 418, 439 (N.M. 2009).*

⁴ *Id.*

⁵ *Id.*

EBGM Document 14-1 Filed 02/23/21

of Chancery to rule on Greenpan's brief on his substantive issue below.
These are matters Greenpan may raise in any appeal from a final order
issued by the Court of Chancery in the proceedings below.

NOW, THEREFORE, IT IS ORDERED that the petition for the
issuance of an evidentiary writ of mandamus is DENIED.

BY THE COURT:

/s/ Leo F. Strine, Jr.

Chief Justice

1/18/75

Chief Clerk
 United States District Court
 Southern District of New York

100 Identification and Administrative

1. ☒ **Identification** of the person or persons who are the subject of the report
 Name: [illegible]
 Address: [illegible]
 Date of Birth: [illegible]
 Sex: [illegible]
 Race: [illegible]
 Height: [illegible]
 Weight: [illegible]
 Eyes: [illegible]
 Hair: [illegible]
 Skin: [illegible]
 Other: [illegible]

2. History of the person

a. ☒ **Current** - [illegible]
 b. ☐ **Previous** - [illegible]

3. Other information of interest

- a. ☐ **Education** - [illegible]
- b. ☐ **Employment** - [illegible]
- c. ☐ **Marital Status** - [illegible]
- d. ☐ **Other** - [illegible]

4. Summary of the report
 [illegible]

[Handwritten signature]
 [illegible]

I. PRELIMINARY STATEMENT & SYNOPSIS

1. Plaintiff Brad D. Goochman ("Plaintiff"), a former Director of Office of Citizens, Inc. a Delaware Corporation, hereby files this complaint. Plaintiff is entitled to a private cause of action for damages suffered as a result of Defendant's acts, omissions, wrongs, violations, and other issues, caused by the wrong wrong doing/conspiracy among Defendants themselves and the concealment rights for Defendants and Associates.

II. PARTIES

PLAINTIFF

1. Brad Goochman, former Director, Office, Shareholder of Citizens, Inc.

DEFENDANTS

1. Nemo Corporation, a Delaware Corporation
2. 21st Century Fox Corporation, a Delaware Corporation
3. Nemo Aviation Corporation, Delaware corporation
4. Sony Corporation, Incorporated in Japan (herein Sony Corporation

and its subsidiaries listed below will be referred to as "Sony")

5. Sony Corporation America, a Delaware corporation
6. Sony Music Entertainment Inc., a Delaware Corporation
7. 150 (Nigel Media Ventures, Inc. ("150 IMP") a Delaware Corporation
8. Sony Broadcast Entertainment, Inc., a Delaware corporation

Corporation (News Corp acquired in 2003)

12. Myspace, Inc., a Delaware Corporation (News Corp acquired in 2005)
13. WORLD Latte LLC, a California LLC
14. VantagePoint Private Partners, a California LLC
15. Florida Hurricanes Latte LLC, a California LLC
16. EMI Music, a Delaware Corporation
17. Warner Music Group, a Delaware Corporation
18. Addrevo Inc., a Delaware corporation (IAC Corp acquired in 2005)
19. IAC Corporation, a Delaware corporation
20. JF Morgan Chase, a Delaware corporation
21. Wolf Packer Partners, a California LLC
22. Washington Post Corporation, a Delaware Corporation
23. Arcot Pex Latte, a Delaware LLC

III. JURISDICTION AND VENUE

24. The jurisdiction of this Court is conferred and is valid pursuant to statutory, Fed. and to legal, Pexes Corporation being Delaware Incorporated

IV. FACT HISTORY

The 1990 & 1995 Claims

25. 1995 & 1999 according to Delaware statute §1781 be a prepos

"is good against and against the will of the legal associations of legitimate members of the community and the legal associations of legitimate members of the community."

"to apply to conduct beyond what is traditionally regarded as 'organized crime' or 'blacklisting'."

20. Enterprise under § 1962 is defined:

"(1) 'Enterprise' shall include any individual, sole proprietorship, partnership, corporation, trust or other legal entity, and any union, association or group of persons associated in fact, although not a legal entity. The word 'enterprise' shall include (but is not limited to) any business, and governmental as well as other entities."

21. Members of the "Southwest Family" ("SWF") Enterprise are as

follows: (1) Enterprise that are known as of the date of filing this

complaint include: UNL, Ind. Jones, Texas Corporation, Texas Corporation,

VacuumPoint Partners, RedPoint Partners, RPoint, Washington Post Corporation,

WORLD Law LLC, Sony Corporation, Sony Music Entertainment, Arca Fox, DFL,

Warner Brothers Music, MFSM Inc., Interests Inc., Sony Corporation, Interests, 118

DMV, Sony Music Entertainment Inc., as well as certain of their officers,

Directors, and employees ("Interests").

22. The Enterprise possessed and continues to possess a common

purpose and goal, a membership, organizational structure, and ongoing

relationships with sufficient longevity to pursue and sustain pursuit of the

Enterprise's purpose and long-term objective through a continuous course of

conduct that reflected and continues to reflect innovation and strategic innovation.

More so all of the members of the Enterprise are also Principals, defined under

18 U.S.C. § 1962.

28. The MHI Enterprise, members, and/or Principals engaged, attempted to engage in, or attempted to engage in or to solicit, cause or induce other person to engage in racketeering violations which under Delaware state law is defined as:

"(1) 'Racketeering' shall mean to engage in, to attempt to engage in, to conspire to engage in or to solicit, cause or induce another person to engage in:

a. Any activity defined as 'racketeering activity' under 18 U.S.C. § 1961(1)(A), (1)(B), (1)(C) or (1)(D); or

b. Any activity constituting any felony which is punishable under the Delaware Code or any activity constituting a misdemeanor under the following provisions of the Delaware Code:

Chapter 22 of Title 6 relating to the sale of securities; Chapter 5 of Title 11 & Title 6 relating to usury and counterfeiting; Chapter 2 of Title 11 relating to piracy; Chapter 2 of Title 11 and Title 22 relating to bribery and release of public officer and usurious influence; Chapter 5 of Title 11 relating to tampering with jurors, witnesses and witnesses."

29. MHI Enterprise, members, and Principals that make up the MHI

Enterprise initiated a pattern of racketeering activity between 2011 and 2013, defined as:

"(1) 'Pattern of racketeering activity' shall mean 2 or more incidents of conduct:

a. That:

1. Constitute racketeering activity;
2. Are related to the affairs of the enterprise;
3. Are not so closely related to each other and separated in point of time and place that they constitute a single event; and

b. Where:

1. At least 1 of the incidents of conduct occurred after July 9, 1986;

U "Veritas of software's incumbent Director has substantial personal interest that could influence the Company's success in the paid search industry."

W "Derek Hunter has conflicts of interest arising from his double management role at Veritas, Inc. (NASDAQ: VRTX) which increased the "stakeholder" indirect interest in direct competition with defendant's PerfectPlan application."

X "David Smith has a conflict of interest arising from his membership on the board of defendant, Radian, INC, which is a competitor in the paid search space."

Y "Cortis has the ability to influence management decisions with may adversely affect defendant's Paid Search clients."

DEPENDANTS ENFORCEMENT SCHEME WITHIN CONTROL

30. Enforcement comprises by reference Exhibit #1 which includes:

- i. January 1, 2004 letter to Director McRee
- ii. WHITE SMITHS IN CONTEMPT
- iii. WRITING FOR CONTEMPT TRG(4) 4122) AND/OR 40111)
- iv. DECLARATION IN SUPPORT OF WRITING TRG(4) 40111) CONTEMPT
- v. AFFIDAVIT ENFORCEMENT TRG(4) 40111)

(Note: All above referenced documents were signed and submitted by counsel January 1, 2004 as Bureau of Justice Technology of December 2003 period of service to Defendants.)

DEPENDANTS PAGE ON PRAISE FULLY CONCEALED TRILL DISCLOSURE VIOLATION TO ALLEGED NEWS CORPORATION

31. July 17, 2003 News Corporation's Corporate Counsel Long received an e-gram to Defendant of the same Director Smith and notes, by Defendant who is defendant under an email for during the Defendant's communication to Defendant and

"On the issues, let's stick on the negotiating table in a fair and reasonable way—in we can build our relationship," said

"3. We feel like we have given indemnification on the shares and the purchase agreement (and to do so as any time we have had an involvement in whatever is a Greenpeace) that seems like too much. And, I think we are very eager to get this done. Let's do it so both sides can feel good and move forward on our longer-term relationship."

Lang's communication is in violation of 18 U.S.C. § 1461, 18 U.S.C. § 1462, and 18 U.S.C. § 1130 (relating to destruction, alteration, or falsification of records in Federal investigation and bankruptcy).

183.HITECH FEDERAL CLASS ACTION EVIDENCE

40. It is noted disclosed for the first time May 2017 is the Hitech Class Action Case 2:17-cv-00189, specifically documents 146-3, page 37 and 38, provide Google had undisclosed illegal agreements in place with Archegos, AOL, Intel, Intel, UAC Corp. and Apple as of March 6, 2019 in violation violating Federal antitrust statute. The companies fraudulently concealed the agreements and failed to disclose them in their annual 10K SEC or Proxy Filings, violating securities law and Division Fiduciary duties.

41. The evidence confirms Peterson and shareholders were victims in 2017 of an ongoing conspiracy led by Google and entered in collusion with Archegos's Directors who used their positions on the Boards of both MySpace, Inc. and Parent/Universo to mislead the other Directors and shareholders while

42. This conspiracy included: (i) falsifying press稿 of MySpace stock with falsified agreement in November 2004 (ii) agreement allowing Andersen Director Jeff Yang to purchase 50% of MySpace, Inc. in February 2005 at below the market value using the RedPoint fund where he is managing Director.

a. September 17, 2004 Vancouvered internet report provides S&P Enterprise, Carlsok, and Andersen misrepresented Internet Directors as being using low dilution debt financing available, instead facilitating sweetheart equity sale to Yang and RedPoint Partners:

"MySpace will require approximately \$1.5-2 billion in the next 3 months for storage, servers, database servers, software and salaries."

And

"The company is in discussions with Silicon Valley Bank regarding a \$100 fee of credit, which is likely to be accepted."

b. October 1, 2004, 3:40PM Sushant contacts Shoshan using interstate wire or interstate carrier to send and deliver the email:

"Just had a tough talk with Chris Gifford. His lawyer is definitely giving me concerns about our offer. He's asking about us taking the cash, what if we sell etc. He really thinks he is worth more independently...I also told him that he is not going to Japan."

The chronology order of events described in the November 2004 10Q is fabricated and this email is in violation of both 18 U.S.C. § 1341 & 18 U.S.C. § 1343, and the Key component and evidence as is fraudulently covering the false facts in the November 2004 10Q filing remains a being fraudulent MySpace stock purchase agreement by defendants.

c. October 7, 2004 3:40PM Shoshan contacts Rasmussen & Carlsok by interstate wire or interstate carrier using interstate to violation of 18 U.S.C., § 1341 & § 1343

Following the breakfast commitment scheme to fabricate and fraudulently conceal the 545 Series Stock purchase documents published in the November 2004 100Q, IBC and IBCA fabricated and backdated, with Subject, "My thoughts on the day",

"My current thoughts on the IBC situation:

- * We need to get in place the revised agreement before any meaningful negotiations with any other third party.
- * I believe I understand ON of someone about being locked into an illiquid subsidiary, but that is their choice - they could have IBC stock if they want liquidity.
- * They are minority shareholders and need to accept this fact.
- * We, IBCA/IB, need the right to be able to sell all of IBC, including founder shares.
- * We, IBCA/IB, need the right to buy out the founders at a price at a formula.

On Bedpost:

- * Why not continue talking to them, it is too hard to figure out if they could present the most attractive deal or not at this time?

d. November 1, 2004 11:43PM Carole recalls Bedpost, by internet who at sometime carries no mail - is violating 18 USC, § 1361 &/or § 1363 Regarding the Breakfast commitment scheme to fabricate and fraudulently conceal the 545 Series Stock purchase documents published in the November 2004 100Q were fabricated and backdated Subject: "My talk with Tony" stating:

"Andrew, Spoke with Geoff, who holds you in the highest regard. I am not in the top as than offer, which he describes as 21% Bedpost, 25% Founders and pool and 12% IBCA/IB.

His case for the offer was interesting and compelling, as IBCA/IB could still "hold in" the earnings, traffic, etc. I want to discuss with you my thoughts on the subject tomorrow, Get home when, as we

have no trouble I can start on. In any case, I suggested that Geoff

November 7, 2006 11:28AM Shoshun contact Carls and Simon, by Internet wire or Internet carrier as usual in violation 18 U.S.C. § 1341 &/or § 1343. Further, the fraudulent commitment scheme to fabricate and fraudulently conceal the MySpace Stock purchase documents published in the November 2004 10Q were fabricated and backdated.

"what it comes down to is do we tell our own or keep it. Being a deal where one keeps 52% doesn't make any sense for anyone except Yang. At the time, and investors think we would be foolish to sell some or all of our own. We will get much more benefit to us if we own 52% and have given all sorts of rights to an investor. Richard wants to keep it to self."

November 16, 2006, 3:56PM Chris's Richard Harroch answered Shoshun, William & Associates' Director Yang and RedPoint's Dorely, by Internet wire or Internet carrier as usual in violation 18 U.S.C. § 1341 &/or § 1343 furthering the fraudulent commitment scheme to fabricate and fraudulently conceal the MySpace Stock purchase documents published in the November 2004 10Q were fabricated and backdated.

Subject: MySpace Term Sheet and notes.

"Hello there: As a follow up to our conversation today, attached is a clean and redlined markup of the last version of the term sheet that was given to us in connection with the MySpace transaction. Let us discuss the issues at your convenience. Richard Harroch <<MySpace Jobs of Series A Preferred Stock.doc>>"

November by Internet wire or Internet carrier as usual in violation 18 U.S.C. § 1341 &/or § 1343 is further the fraudulent commitment scheme towards an incoming Herak email to Chris Lapp and from Harroch <<2006 to fabricate and fraudulently conceal the MySpace Stock purchase documents published in the November 2004 10Q, to hide the fact the documents were fabricated and backdated.

The email notes: "I have not been yet"

h. November 18, 2004 CFC (later email) Board letter, Subject: "RE: MySpace Term Sheet" and states:

"This situation really goes beyond anything I want to be a part of. I communicated my feelings in writing earlier now about the lawyer for a large preferred stockholder and one director negotiating a major business transaction on behalf of the company without authorization of our board and all I received was an acknowledgment from Harvot about my email and told to shut up in a conference call."

"Since you have had seen this yet and I have certainly not, this makes a broader statement about our Under Management." "As an officer I would be derelict in my duties to our company to allow this to continue outside of the view of the Board without doing something about it."

Flake very intentionally did so to make sure that is violation 18 U.S.C. § 1341 & 1343 to deliver email to further the fraudulent investment scheme to fabricate and fraudulently conceal the MySpace stock purchase documents published in the Securities 2004 100, to hide the fact the documents were fabricated and backdated.

i. November 18, 2004 Board email: From: Subject: "Re: MySpace Term Sheet", stating:

"Yes, I have seen this email but it is NOT at all how it may appear."

and

"Andy NEVER looked at it as a vintage shareholder, but as a Board member looking out for interests as a whole."

and

"I believed (and was right) that he was better positioned than I was to attract terms that would be acceptable to the Board at large. Over the past week he was, to my surprise, able to get the

know as all this are BETTER for the company and make the
 world a better place, don't they?"

"In hindsight, I should have asked him to give Rick some hints to
 Chris and we should have said the same about it. Anyway, I plan
 on starting with Redpoint tomorrow that Andy was simply helping us
 get a deal done and the Company will take it from here."

Wasserman was likewise who or knowingly carrier in violation 18 U.S.C. § 1344 (violation of
 1344) to deliver another further the fraudulent conspiracy scheme to fabricate and
 fraudulently conceal the MySpace Stock purchase documents published in the November
 2004 100, so hide the fact the documents were fabricated and backdated.

(j) On August 18, 2004 at 7:11 PM, Stephan forwards the email from and
 CEO's office, "whistleblower notification" to Orin's (Harvey) who is directly
 involved in the incident. Stephan was likewise who or knowingly carrier in deliver
 email to further the fraudulent conspiracy scheme to fabricate and fraudulently conceal
 the MySpace Stock purchase documents published in the November 2004 100, so hide
 the fact the documents were fabricated and backdated, to conceal attempt to sell 22% of
 MySpace.com as controlled, manipulating, Doctor violating Chapter 847, Illinois
 Antitrust (Chicago, Geoff Hong, in violation of 18 U.S.C. § 1341, 18 U.S.C. § 1343,
 and violation of 18 U.S.C. § 1315 (relating to destruction, alteration, or falsification
 of records in Federal investigation and backdating).

(k) agreement of being Google, Time Warner AOL, News Corporation, AllNews,
 IAC, and other defendants to violate to gain economic benefits by delisting
 listing of a competitive F100 MySpace search engine system for a new
 commercial search engine agreement in the months leading up to Seven Corporation
 acquiring 100% of AllNews in September 2005. This arrangement entered
 Google's \$4.4 Billion dollar August 2005 agreement by spring up the fast growing

online sales of MySpace, significantly growing its share of online

An arrangement allowing Hives Corporation to purchase MySpace.com at below
the market value, growing its market valuation and generating billions in
commercial profits and a massive online audience to send new online assets the
year to come, while generating a windfall for auctioneers and their clients.

ii. MySpace and Internet's failure to enter 1st MySpace Director was key
part of scheme to rig bidding in Search Auction and sale of all services. Failure to
disclose Internet's majority owned MySpace, Inc. was in breach of this agreement in the
August 2003 Proxy war a 14A violation. Defendants breached and non disclosure of such
breach are used to effect the Auction, bid rigging scheme. Defendants violated 18 U.S.C.
(j) 1341, first publishing, distributing, and mailing the August 2003 Proxy war the
disclosure of such breach.

3. Defendant's failure to enter breach of MySpace Agreement, Business
A.I.A. A.I.A. 6.3, was a key part of scheme to rig bidding in Search Auction and
sale of all services. Failure to disclose this breach in the August 2003 Proxy war a
14A violation. Defendants breached and non disclosure of such breach are used to
effect the Auction, bid rigging scheme. Defendants violated 18 U.S.C. (j) 1341
first publishing, distributing and mailing the August 2003 Proxy war the
disclosure of such breach.

iv. Defendant and CEO Executive by end of June has earned \$25-30
million to receive the executives are not owed or entitled to which helps that his own

Federal Court as a controlling state action. Third, Swerey, Thorne, and Swenson, as directors, were in a position to know that the board was engaged in a series of coverups and acted in concert with Class Counsel to remove the evidence and claims including testimony a witness to the very relevant justice by silencing witnesses before he could submit evidence into the Federal court in 2009 which would have led to adding claims.

45. June 17, 2016 Federal Judge King Summary Judgment ruling

"Though Swerey's failure to recall what everyone had specifically asked back in 2009 would be understandable, a reasonable jury might draw a negative inference from his representation that he could not recall any discussion as to the investment bank's analysis.

Continuing all of the above testimony in the light most favorable to Pineda's motion for summary judgment, we conclude that it is at least triable as to whether the remaining six board members consciously disregarded their duties and acted in bad faith. There is evidence in the record suggesting that no one on the board asked any questions about the requested per share price, the treatment of the nonparticipating holders, the various valuations, or the relative likelihood of a Viacore bid.

A reasonable jury could infer that this evidence demonstrates the other six directors consciously abdicated their roles as corporate fiduciaries required by law to do their utmost to maximize shareholder wealth."

"Nevertheless, we think a reasonable jury could find that the other six directors exercised the benefits of hindsight conduct, willfully proceeded to their decisions knowing they lacked material information. (Swerey, 2009 A and in 2009, and finally consciously disregarded their fiduciary duties. Swerey, 2009 A and in 09."

"a Self-Interested Transaction

In the alternative, Defendants move for summary judgment on the second theory supporting the breach of fiduciary duty claim, arguing that five of the eight Defendants (a majority) were not self-interested or controlled by someone who was."

"Plaintiff argues that Roseblatt deliberately misled the other board members and the public about the deal, thereby causing the stock price to drop and the company to lose its ability to raise if Viacom would buy News Corp.'s stock. (Id. at 35, 46-47).

"That evidence is sufficient to raise an inference that Roseblatt's presentation to the board may have been misleading as to Viacom's intentions.

According to Mosher's description of the board meetings, "From the management team exitation standpoint [sic], they were not inclined to make an offer for the company on the same line that we were looking at." (Id. at 29-30-31).

"Here, as at least a trible issue of fact as to whether Mosher was manipulated by a self interested director, Roseblatt. Moreover, based on Mosher's description of the content of Roseblatt's presentation to the board, the issue of manipulation is trible with respect to all of the other board members.

Accordingly, as a reasonable juror could potentially conclude that a majority of the directors was induced or manipulated by someone who was, we hereby DENY Defendants' Motion for Summary Judgment on this second basis for Plaintiff's claim of breach of the duty of loyalty.

A. Alleged Material Omissions

"Current revenue and profits" omission, which was so clearly identified in the (SAC) of our so-called is the investigation response). Accordingly, as this argument was not raised, and Defendants have not made any threshold showing that they are entitled judgment on this basis, we DENY the Motion for Summary Judgment as to this alleged material omission under (SAC) 1.

Here, we conclude that there is at least a trible issue as to the materiality of the omission of Viacom's internal financial projections. Accordingly, Defendants' Motion for Summary Judgment is DENIED as to this alleged material omission.

Outstanding Director's Liabilities

Plaintiff also argues that Defendants failed to disclose any pending

1 Document 145-2 Filed

Defendants concede that they did not disclose the existence of the pending Lybourn claims. United St. (28-cv-071)

With respect to the *Blackwood* Guaranties, Schriener notes, Defendants argue they had no obligation to further assist the establishment of derivative standing.

Here too, the disclosure above is arguably misleading in itself, as it did not affirmatively disclose that the *Greenpan v. Salomon* plaintiff derivative lawsuit would be extinguished under Delaware law, i.e., *lit. 4* at 332⁵. Instead, it only stated that Fox Interactive Media would seek the dismissal of the action and would do so only if it was not required to pay the plaintiffs or their counsel. (Id.) Accordingly, it is at least plausible whether the above language was misleading as to the extinguishment of derivative standing, which was material information.

Accordingly, we also hereby DISAVOW Defendant's Motion for Summary Judgment as to this alleged financial misconduct."

41. Eklund M. Participation in total DPO hearing assistive device among all Swedish

consequences, including (1) publication of a book by companies or legal in-

News-Cops to disclose the background of NY 168's former (20-year) U.S. top lobbyist. Ed's charges to reveal that NY 168's most serious opponents were not revealed until 1984. These reforms create a trust upon the next reelection period and Chas mentions how getting benefit of his judicial process.

45. Defendant's biography that "relationship with Angier is crucial to defendant's and libelated firm's success" News Corporation employee Angier's published in her 2009 book, "Meeting MySpace," which fraudulently smooths the firm's background of former Director and Chairman JEFF EATON and his scheme with

46. This creates further ongoing documentary damages to Plaintiff and shareholders because Class Counsel accepts and uses Edell's fact as truth instead of Plaintiff's facts offered to Class Counsel in 2012 Federal Court Action in Los Angeles United District. Edell's false facts allow the Foundation to represent (if approximately 50% of MySpace.com, the owner of all its shares, Inc. in 2003. Further, Edell's false facts which became *Academy News Connection* false facts, obstruct Plaintiff's true facts from entering the record for the benefit of the Federal Court knowing the true damages and claims rightfully owed to shareholders. Plaintiff and shareholders will continue to suffer until the defective disclosure is used by Defendants. (201 Declaration, pg. 24-27, paragraphs 114-117)

47. Additional act of foundation suppression is part of scheme by defendants did in 2009 Angwin published book that was fabricated documents to support critical comments, slurring, threatening, intimidating, or concealing a document with the intent to obstruct justice in violation of 18 U.S.C., § 1512(a)(1).

48. Perhaps a fact witness will testify that was advised to Defendants was excluded and obstructed from reaching evidence how the Brown Brier case, immediately before Defendants plugged in Angwin's false facts and testimony with using "Reading My Name" as an uncorroborated source of facts to create the

Class's case. All damages/claims remain.

49. News Connection Attorney William Anderson from "supposing" which damages Plaintiff and violate Section 112(d) which circumvents the action of

30. Angelo fraudulently conceals evidence of Edell's true work experience and work record and his violation of SEC rules in 2000 and 2004. Defendants conceal their knowledge of this scheme from the March 30, 2004 Approval of the Federal Broker-Dealer statement. The Defendants and 4 other Class members attempted to object to an interview to remove BURD and Eric Brown from representing the Future Class and agreeing to Act Indispensable consideration for the withdrawal and failure to conduct a suitable claims and defenses (see the Court order re suppressing witnesses).

31. Angelo, Wilson, Neary Corporation, Hagen, Connolly, BURD, and all of former Defendants violate 18 U.S.C. § 1343(a)(1) and 18 U.S.C. § 1343 by having evidence of Edell's two resignations on his job that were actually his last two jobs instead of submitting an accurate his defendants matched the job of Edell that was actually 3 jobs prior, and increased this job by another 2 years, to the year 2002 (from 2000). Edell took steps to accomplish his real goal of making deception and disclosure of his true work record and financial history as difficult as possible.

32. Angelo, Neary Corporation, Hagen, Markushi, BURD, Wilson and Derek Connolly Inc. have received 100% of funds paid in July 2006 SEC filings:

"Mr. Edell was the Chief Executive Officer of New York Entertainment Group, Inc., a Delaware corporation that later changed its name to Media Technology Source of Delaware, Inc. Within two years of the time that Mr. Edell resigned from that company, it filed a petition for relief under the United States Bankruptcy Code."

33. Defendant's scheme included Creating a Synthetic History work experience

KatMail message submitted December 2003 that News Corporation, Hinson, Karpis, and the other Defendants knew that the article was false and that it was called "Stealing My Space" and was sent in US Mail to bookstores across the United States beginning in March 2003, and awareness with the fabricated false facts related to Fable's last work Experience and the SEC violations in 2003, 2004, 2005 is violation of Rule 401, Fed. Rules Civ. P. 18 U.S.C. § 1341.

33. After the Class was summary judgment in June 2010, plaintiffs in 2011 tried to bring new evidence in the absence of Class Counsel indicating the new damages were related to the value of MySpace's search value, the claims and facts which had never been put before the Federal Court. Plaintiff's Exh 761 Damages report providing the damages of over \$96 Million dollars and ignored by Class Counsel who instead joined with defendants in a breach motion to: 1) retract and initiate a final appeal the Court by changing the definition of the certified class to eliminate upwards of 60% of the eligible shares and shareholders and 2) enter into a class settlement for pennies on the dollar which was accepted by the Federal Court in March 2012.

34. In September 2000, by EEOB, Baroni/Hagan/Lavel, Shook, News Corporation, Dinkel and other Defendants filed joint Motion to bar key witnesses and testimony from the Federal Class to delay and harass Plaintiff from appearing before Federal judge. Defendants knew the motion to bar the plaintiffs could not be granted since Dinkel could continue to suppress new evidence and testimony from entering the Federal House V. Brown ongoing case.

25. Other Defendants, including the Oreck and the Hagen & Lowell, and Brown, and the Myspace Parent Company, including Chris Lowells, Hagen and the Hagen's, went together in 2004 and 2005 to document a fabricated tale of opacity of Myspace at each bottom pickup for the Hagen's.

26. In 2010, Brown and Brown Corporation and Hagen & Lowell, and Brown, and HCRB and Oreck violated 18 U.S.C. § 1341 (relating to mail fraud) by sending notice of the Joint Motion to Bring the "Motion to Dismiss First Simulations" for purported "two judicial" they intended to file in Federal Court through the Petitioner's then lawyer Mr. Lawrence.

27. Above Defendants violated further 18 U.S.C. § 1512 (relating to tampering with a witness, victim, or an informant) 18 U.S.C. § 1513 (relating to obstructing against a witness, victim, or an informant) and 18 U.S.C. § 1519 (relating to destruction, alteration, or falsification of records in Federal investigation and bankruptcy) by creating and destroying the evidence they preserved at the time the above actions were taken that would have provided new facts and information and claims not raised or in dispute processing and that would have the effect of making the Defendant's actions.

28. HCRB, Brown, Winkler and Hagen violated their fiduciary duty to Petitioner as well as acting and creating above violations of other Defendants.

29. Brown & Oreck had used fabricated briefings, pleadings, and affidavits in 2011 and 2012 to fraudulently conceal the prior criminal acts in Federal Court.

30. In December 2010, Oreck was again delayed by changing the date

1. 4000+ judges King approved "Certified Class" with a lifetime

^a Adapted along to conditions of WICRETE-L use in the street.

¹⁰ Plaintiff's proposed terms to both questions asked by the Court in its Order on Plaintiff's Motion for Class Certification: (1) *should* the class definition be modified to include only holders of Interco, Phellis, Inc. common stock who held continuously from July 15, 2001 (the date the merger with Interco Corporation was announced) through the consummation of the merger on September 30, 2001; and (2) *should* the plaintiffs in the state court actions be carved out of the class definition? As set forth below, the answer to both questions is "no."

6. [12514 - Corbett] State is number of different choices by AG29.

Lex. naming elements, word "continuously". This entry apparently refers to word stems that occur in the word "Continuous Clad" definition.

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18. Sony Music Corp. and Defendants using its control position on the Board of the RIAN and its relationship with EMI and Warner Music Group, utilized Asset Protection Fund's (APF) and the fact contained which were used to present the fact that EMI and Parlophone's existing Live!Live!Live! disc that moved into a music that is a unique piece in Warner Music, EMI, RIAN, Sony Music, and Parlophone. EMI is a global

† *See text.*

¹ Largest distributor of original Chevrolet Camos declined in 2009. Trachte & Co., a small Illinois dealer for 100 years, had 2009 sales less than 100 vehicles. Spaul Transportation, another regional distributor and fuel supplier, closed its one of several plants in Illinois. Camos as a line which was discontinued in 2009.

10. It was part of the Defendants' scheme to conspire to interfere with Plaintiff's business by using a lawsuit against Plaintiff in 2009 as retaliation for providing truthful information to the SEC, DOJ, and FTC relating to the Defendants' scheme, in violation of 18 U.S.C. § 15 (3a) and (f).

11. It was part of the Defendants' scheme to interfere with Plaintiff's business by disseminating defamatory statements about Plaintiff to the public through various media outlets in retaliation for providing truthful information to the SEC, DOJ, FTC, and Federal and State court relating to the RUC Defendants' scheme, in violation of 18 U.S.C. § 15 (3)(c) and (5)(3)(b).

NEWS CORPORATION: CRIMINAL RACKETRY AND RICO

12. In 2002, News Corporation, whose technological director (a) provided to Thomas J. Barron and was operating the case's civil legal strategy, was exposed as a criminal enterprise that had funded the phone of more than 100,000 phones and employed a massive campaign of bribing police and judicial officials.

13. News Corporation's general counsel resigned in 2003 and its CEO appearing under oath at the Lyndon Inquiry admitted he was the victim of a "cover-up" and all criminal acts exposed had gone on without his knowledge.

14. News Corporation concealed its internal records were defective as a result of the exposure of years of bribes by UK subsidiaries had paid out and hidden by falsifying its documents.

15. At the present time, the CEO's most recent statements and top

employees are so critical to the operation of justice, delivery of government.

65. Four employees of News Corporation have already paid guilty.

66. News Corporation, has already committed a law no defense for the illegal acts charged and admits its internal controls were defective and the CEO didn't know what was going on and the same "corporate" News Corp admits to be a victim of not opening and responsible for the acts performed within News-

V. CONCLUSION:

67. Chancery Court's failure to force Defendants to honor their promise to file the defective Disclosure in 2003 is directly responsible for allowing Defendants to not open up of CH, Billie to Damages (Rule 701 Damages Report) from thousands of shareholders in 2006 involving Plaintiff.

68. Defendants have failed to respond to a Motion 70(b) filed with Judge Brice January 2, 2014 seeking relief from the contempt of their Vice Chancery Court's order and ruling January 14, 2004 and the included agreed relief for any "retroactive violation".

VI. CLAIM COUNTS

COUNT # 1 - § 1503 (A) VIOLATION

69. Plaintiff repeats and restates the foregoing paragraphs as are both herein.

70. All Defendants have violated Count #1

COUNT # 2 - § 1503 (B) VIOLATION

71. Plaintiff repeats and restates the foregoing paragraphs as are both herein.

72. All Defendants have violated Count #2

COUNT #3 - § 1503 (C) VIOLATION

32. Plaintiff repeats and restates the foregoing paragraphs as set forth herein.

33. All Defendants have violated § 1063 (a).

COUNT # 4 - § 1503 (a) VIOLATIONS.

34. Plaintiff repeats and restates the foregoing paragraphs as set forth herein.

35. All Defendants have violated Count 34.

COUNT # 5 - § 1504 TRIGGERED PETITIONER RIGHT TO CIVIL REMEDY UNDER § 1505(f)

36. Plaintiff repeats and restates the foregoing paragraphs as set forth herein.

37. News Corporation 2011 UK CRIMINAL GUILTY PLEAS "INSTANTLY UNDER" 1189 and 1189(f).

COUNT # 6 - (BREACH OF AGREEMENT)

38. Plaintiff repeats and restates the foregoing paragraphs as set forth herein.

39. Sony has breached the July 2005 license agreement with Intel.

40. "Pursuant to the data licensing agreements, all Verano and VPPF agreed that in the event that VPPF obtains a license for the Option within 30 days of its grant, that VPPF may, within 15 days after the expiration of such 30-day period, transfer the Option as if Verano, in exchange for a certain fee "Basis" to purchase common shares of the Company Series C, Convertible Preferred Stock."

41. Sony and Verano/Point Venture Partners have further breached.

"NOTICE ADDENDUM, dated as of July 15, 2005, among VPP Digital Media Ventures, Inc. ("Seller"), an affiliate of Sony Broadcast Entertainment, Inc., a Japanese, Inc., a Delaware corporation (the "Company"), and VP Alpha Holdings IV, L.L.C. ("Buyer")."

Section 8.8.1 & 8.8.11 with note.

"8. Representations and Warranties of Seller. Seller represents, warrants and covenants to Buyer, as of the date hereof and as of the Closing Date, that:

(v) No Price Stabilization or Manipulation. Seller has not taken and will not take, directly or indirectly, any action designed to create or result in stabilization or manipulation of the price of any of the Shares.

T. Representations and Warranties of Buyer. Buyer represents, warrants and covenants to Seller, as of the date hereof and as of the Closing Date, that:

(i) No Price Stabilization or Manipulation. Buyer has not taken and will not take, directly or indirectly, any action designed to create or result in stabilization or manipulation of the price of any of the Shares.

"14. Buyer May Exercise Option For Less Than All Shares. Notwithstanding any other provision herein to the contrary, Buyer may exercise the Option with respect to less than all of the Shares, but it is not more than 50% of the Shares."

15. Consent Transactions. Seller shall vote as a stockholder in favor of an investment and loan transactions between the Company and Buyer resulting in an additional commitment to the Company by Buyer of no less than \$5 million in a price of at least \$1 per share (if an equity transaction), as approved by the Board of Directors of the Company (the "Transactions")."

"16. Miscellaneous.

This Agreement may not be modified or amended, except by an instrument in writing signed by both authorized officers of both of the parties hereto."

17. Phone notes on page 17, that on October 31, 2003, the option term

was extended to April 16, 2004 and YoungPoint partially exercised the option and purchased 454,545 shares of our Series B preferred stock from 550 Digital Media Ventures." The note is exhibit that its original term of 128 days or November 16, 2003 for YoungPoint to purchase the Series C shares under the option.

18. In footnote 17131-126, another YoungPoint envelope

"On October 31, 2003, the option term was extended to April 16, 2004 and YoungPoint partially exercised the option and purchased 454,545 shares of our Series B preferred stock from 550 Digital Media Ventures. On April 16, 2004, YoungPoint exercised the remainder of the option."

19. However, The October 31, 2003 'extended option' agreement between

Some and Varigapoint were improper and when was not disclosed to shareholders. On October 11, 2007, Defendant issued a press release stating that it was aware of the deal which called for Issuer to have the right to purchase 100% of the Some 'Option Shares' after January 18, 2008 as part of an agreement that would involve 288,080 Series B Warrants of Issuer to Varigapoint and (i) The October 11, 2007 'intended action' actually acted as a ruse that Defiant and defendants sought to evade disclosure of the 18.9% trading and other exchange limits that required Issuer to have a shareholder vote prior to approving any issuance of stock of Issuer including an issuance of stock as part of an integrated deal that did not involve 18.9% of Issuer's stock to new party.

COUNT #7 - ("INSEPARABLE FRAUD") VIOLATION

- 81. Plaintiff repeats and endorses the foregoing paragraphs as set forth herein.
- 82. All Defendants have violated Count #7

**COUNT #8 - PARCEL TYPE FRAUD VIOLATION
THRU FAILURE TO DISCLOSE "COMPLIANCE
FAILURES"**

- 83. Plaintiff repeats and endorses the foregoing paragraphs as set forth herein.
- 84. All Defendants have violated Count #8

**COUNT #9 - BILLING BASED ON DELAWARE STATE
AND CODE 1804 THAT 2004 MYSPACE TRANSFER
AND 2005 TRANSACTIONS "FRAUDULENT"**

- 85. Plaintiff repeats and endorses the foregoing paragraphs as set forth herein.
- 86. §1804 Transfer, fraudulent as to present and future creditors.

**COUNT #10 - VIOLATION OF GOOD-FRANK
WHITLESLOWER STATUTE - SECTION 9221 AND
D.S.C. 2051310**

- 87. Plaintiff repeats and endorses the foregoing paragraphs as set forth herein.

and involving the defendant, Company, and Plaintiff, others to issue

outside the firm's legal account. Endorsing the same Public Corporation

PETITIONER ALSO HAS CLAIMS AGAINST SONY

15 Sony Corp. defendant. Defendant in this Complaint, through their

financial clout to issue by promoting the Public and shareholders as part of

and using Defendant's scheme to take control of all of them, Inc. in 2005 and get

approval and approval Defendant as a result of the January 2004 Investor Meeting

and Power Battle against Plaintiff

16 Sony Corp Defendant's possession a critical Board Seat threatened

legal rights the Series B Stock possessed. Sony Corp remained listed as the Series B

shareholders in 2008 even after evidence in Defendant Court showed Edul and

Defendants had mutual shareholders by filing multiple false and false proxy

statements to issue's shareholders in 2003 and 2004.

17 As a Result of the applicable Defendant's involvement in the above-

described conspiracy and conspiratorial scheme, the Plaintiff has suffered severe

economic, financial, mental, and physical harm and other deleterious effects, harm

causing Plaintiff in multiple ways become isolated against him by several of

the Defendants and other parties had his financial self-worth severely impacted

been forced to spend hundreds of thousands of dollars on legal fees have lived up

And had his personal and professional reputation severely and permanently

damaged. Based upon information and belief, some of the Defendants are

continuing to engage in the above-described conspiracy and conspiratorial scheme

COUNT # 11 - BLASPHEMOUS VIOLATION

93. Plaintiff incorporates by reference and restates each allegation set forth above.

94. All Defendants are charged with Count #11.

COUNT # 12 - CONTEMPT VIOLATION

95. Plaintiff incorporates by reference and restates each allegation set forth above.

96. Defendants lied to Court regarding Defendant's Privacy Disclosure related to

CEO Defendant's Failure to "make this right" as claimed by Defendant

Defendant's conduct is worthy of Contempt violation.

COUNT # 13 - RULING CERTAIN TRANSACTIONS AFTER OCTOBER 17, 2002 ARE VOID.

97. Plaintiff incorporates by reference and restates each allegation set forth above.

98. Plaintiff affirms 1) - 1 approval of property entitled Director date on October

17, 2001. Defendants fraudulently concealed every property related claim.

Defendant's transactions not legally effected a valid closing or sale as the terms of stock

sale or transfer from Sony of their Swiss & others. Working public issue's option

involved in these way agreement between Sony, VantagePoint, and public issue in 2002.

The resulting dealings equal what Object must its insider knowledge to produce a

commercial benefit for VantagePoint while having issue pay 100% of its cost by

paying off Sony debt on her own due.

**COUNT # 14 - VOID DEFENDANTS RIGHT TO
SUCCESSION UNDER 102.917**

149. Plaintiff repeats and reaffirms the foregoing paragraphs as set forth herein.

149. Defendants infringe on right to Succession because of Judge King ruling finding

"but for" and discharge must be void.

**COUNT #15 - RULING CERTAIN TRANSACTIONS
AFTER OCTOBER 17, 2003 ARE VOID.**

151. Plaintiff repeats and reaffirms the foregoing paragraphs as set forth herein.

152. Plaintiff from 3-1-1 approval of property interest Denson date of October 11,
Defendants fraudulently converted such property interest date. Therefore, Defendants
have also not legally obtained a valid ruling or vote on the Justice Court side or transfer
from Sony of said Sony D shares, blocking public trust's right to enforce the
theory for benefit of common trust shareholders received

in their way agreement between Sony, VantagePoint and public court in 2003.

153. void Blaine Denson compensation post Blaine vote

154 void VantagePoint financing tranche 1 on October 11, 2003

155 void VantagePoint financing tranche 2 on January 24, 2007 which was subject to
double/triple rate of return in Blaine Way owned by Blaine Denson.

156 Plaintiff avenges damages to stock overvalued in the situation caused by Blaine
Denson and Blaine Frey.

157. Plaintiff avenges damages to Phony Blue backer damaged by Blaine
Denson and Blaine Frey.

158. Award in compensating Phony state compensation as if Blue Denson had not been

COUNTING IDENTIFICATION AND ADVANCEMENT CLAIMS

100. Plaintiff repeats and restates the foregoing paragraphs as set forth above:

101. **PLAINTIFFS' RIGHT TO IDENTIFICATION AND ALSO RIGHT TO IDENTIFICATION FOR ADVANCEMENT LEGAL FEES, INCLUDING ALL MATTERS OR EVENTS OR FACTS CITED:**

102. Plaintiff was Director and Officer at least that even Plaintiff's list of "various rights" defined in Section 7 of Kansas Statutes for Identification and Advancement:

"The rights conferred upon shareholders in this ARTICLE VII shall be several rights and each right shall continue as to an individual who has ceased to be a director, officer or trustee and shall inure to the benefit of the shareholder's heirs, executors and administrators." (Kansas Statutes Section 7, Statute of Kansas)

103. Plaintiff's "Right to Identification" is defined as: (1) "Identification" is "that which is authorized by the Uniform General Corporation Law" or "that which is Identification right".

104. Plaintiff is also benefiting broader protection compared to the 14th statute book:

105. Plaintiff is also benefiting broader protection compared to the 14th statute book:

"KANSAS: Directors of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any fraud of the director's duty or (2) for the Corporation or its stockholders, (3) for any or violations not in good faith or which involve

¹ "The identification right is defined by the Corporation as the following: (a) the right to be identified by the Uniform General Corporation Law, or the identification right as defined by the Corporation. In the case of any such identification, only in the event the identification permits the Corporation to provide broader identification rights than such as provided the Corporation is provided to such identification." (Kansas Statutes Section 7, Statute of Kansas)

² "any action and/or proceeding, whether civil, criminal, administrative or proprietary that involves a 'proceeding'." (Kansas Statutes Section 7, Statute of Kansas)

intentional or negligent or a knowing violation of law (1)(C) under Section 1782 of the Federal Securities Laws, or (2) a knowing violation of law (1)(D) under the Federal Securities Laws, or (3) a knowing violation of law (1)(E) under the Federal Securities Laws.

INDIVIDUALS "ALL EXPENSE, LIABILITY, AND LOSS" SUFFERER

(1) Individuals "Contract" Right to Withdrawal acknowledgment. Plaintiff is not

bound by standard Defendant (4) Permissible arrangement limitations such as allowing "terms and conditions" to be set but a "surposition does appropriate".

(2) Plaintiff seeks to be compensated for following:

- (a) Damages and impact on Indemnities from letters and directions to Plaintiff's coverage of 20% of MySpace.com to be paid, initiated in November 2004.
- (b) Damages and impact on Indemnities from void October 31, 2003 Cord Bonds of Defendant of Series C Preferred Stock, void Series C Preferred Stock, void Series C Preferred, void January 2004 Annual Shareholder meeting, void all of Plaintiff's.
- (c) Damages and impact on Indemnities from void February 2003 void to RedPine Capital of 20% of MySpace, Inc. stock.
- (d) Damages and impact on Indemnities from void same change by of Plaintiff, Inc. to Plaintiff, Inc., void all of Plaintiff, Inc. to Defendant of Plaintiff 2003.
- (e) Damages and impact on Indemnities from void same of stock and options to certain Officers and Directors after October 30, 2003.
- (f) Damages and impact on Indemnities from void same acknowledgment by Defendants of void December 17, 2003 Annual 3 late of Directors being voidly postponed for Annual Shareholder meeting with a shareholder record date of October 21, 2003.
- (g) Damages and impact on Indemnities from void New Corporation 2003 purchase of Plaintiff, Inc. since Indemnities void 20% of Plaintiff, Inc.
- (h) Damages and impact on Indemnities from void 2003 of Plaintiff Georgia South Commercial agreement.
- (i) Damages and impact on Indemnities from void 2004 voided "secret"

replied" and for "and warning notice" filed with SEC.

(13) Damages and impact to Indonesian and Expectancy Damages from Indonesia's, and Indonesia's June 2002 reply and actions.

(14) Damages and impact to Indonesian and Expectancy Damages from Indonesia's, and Indonesia's June 2002 reply and actions.

(15) Damages and impact to Indonesian and Expectancy Damages from Indonesia's, and Indonesia's June 2002 reply and actions.

(16) Damages and impact to Indonesian and Expectancy Damages from Indonesia's, and Indonesia's June 2002 reply and actions.

(17) Damages and impact to Indonesian and Expectancy Damages from Indonesia's, and Indonesia's June 2002 reply and actions.

(18) Damages and impact to Indonesian and Expectancy Damages from Indonesia's, and Indonesia's June 2002 reply and actions.

(19) Damages and impact to Indonesian and Expectancy Damages from Indonesia's, and Indonesia's June 2002 reply and actions.

(20) Plaintiff did not receive 22.77 per share despite having qualifying trade.

Plaintiff is shareholder was damaged by reason that Plaintiff was Defendant and Officer of defendant, Inc. Plaintiff was obstructed from participating in Defendant's Report into Federal Court before the December 11, 2011 final Decision.

COMPLAINT FOR DAMAGES

Regarding a separate action regarding a contract for then upon Defendants' 22-gotten gains, forcing Defendants' assets and compelling Defendants to pay restitution to Plaintiff and to all members of the class of all funds accepted by reason of any act or

5311—RELIEF REQUESTED

- A. *STENOFORM*, Plaintiff demands judgment and preliminary and permanent relief, including injunctive relief, in its favor and in favor of the Class and against the Defendants as follows:
- B. Awarding Plaintiff appropriate damages including compensatory damages, together with pre- and post-judgment interest;
- C. Awarding Plaintiff the costs, expenses and disbursements of this action, including any attorneys' and experts' fees and, if applicable, pre-judgment and post-judgment interest; and
- D. Awarding Plaintiff such other relief as this Court deems just and equitable and proper.

Dated: April 16, 2011.



Brad E. Greenstein (MCAL)

ENCLOSURE

David E. Christopher
164 South 11th Street West
Tulsa, OK 74106
David@WPA.A-Net.org

Case 1:8-10002
 Document 1 Filed 08/23/08

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Attached for your consideration under Exhibit A is the final version of the 1997-98 report on the case. It is requested to allow the listing of activities for Community 700 to be continued, along with the other subfactors being supplied, allowed for under the listing and statements are made during the hearing in January 1998. A knowledge of the hearing is attached to the 1997-98 report in support of the listing. 700, specifically a Member of the Council of the 1997-98, and a Member of the Council on the President.

While several cases have gone by since the case was closed in 2004, I believe it is important for the Thurgood Marshall Foundation to ensure the African people in that country are not denied justice for the wrongs done to them and their families.

It is immediately observed the pseudodifferential operator for each of which the symbol belongs to $C^{\infty}(\mathbb{R}^n, L^{\infty}(\mathbb{R}^n))$ and $L^{\infty}(\mathbb{R}^n, C^{\infty}(\mathbb{R}^n))$ is bounded on $L^p(\mathbb{R}^n)$ for $1 < p < \infty$ and $L^1(\mathbb{R}^n)$ for $p = 1$ and $p = \infty$.

¹ This was not a point established in a final judgment of the 1st or 2nd instance in the event under consideration. Cf. *Chapman, Rule 99(b)*.

Judge Kang's Summary Judgment Order in the 2013 Action.

With respect to the second trigger condition of the certified class, an institutional affiliate of Trulite & Co. a NY hedge fund, then attempted to share its interpretation of the Settlement Agreement with BGRD Ltd. Further, I tried to instruct to stop the settlement and get the Trustees back to Los Angeles to review the new evidence I would up to Defendant's knowledge of settlement and therefore this Trustee Court evidence and material that I had discussed by March 2012.

While it was the 2012 because of the many circumstances involving a 2007 Common Interest Agreement signed with BGRD Ltd to the point I was not allowed to instruct to stop the newly discovered facts, and the United States Justice Federal Judge ordered to the Settlement with the December 31, 2012 distribution of \$4,000,000 to settlement proceeds to the Class.

However, by stating the other Class members led by Trulite & Co. continued to get being ordered to instruct to which trigger was by getting BGRD Ltd. as had intended to change the definition of the word had when in the settlement documents which effectively removed 50% of the eligible shares for participation in the settlement BGRD Ltd. changed the legal definition of the Class in the 2012 Settlement documents from the previous May, 2009 documents which also stated some sort of allowing terms, listing items as of July 28, 2007 but September, 2010 case of continuation of the trigger to require value of settlement proceeds, as listed a new different legal definition which BGRD Ltd. present in the 2012 Settlement documents which ignored the word "Continuation" was qualified. BGRD Ltd. having copy of the 2007 SEC file of institutional buyers which they had sent me in 2007, was realized by simply taking the new qualifying term, after of the eligible shares would be not one issued 50% of the institutional investors having shared. After Jan 18, 2009, when the trigger was concerned, said then when before September 28, 2009 when the company announced they would not maintain the company \$11.30 level had publicly announced and in which I was finding by Klausner, I had a great feeling, who changed the trigger to be not such a term discussed by Judge Kang in his 2013 summary Judgment ruling. Therefore, Judge Kang not consider the facts and evidence including my emails with Plaintiff, Plaintiff the law to keep this settlement in my had summary motion unless the Company agreed to delay the September 28, 2009 distribution according to require the law to Plaintiff's motion.

My showing the other class members resulted in Trulite & Co. just discovering that they were in fact not eligible to receive any of the settlement because they had sold up 5 million of which shares had no compensation of the trigger before September 28, 2009, and working with a hedge fund firm in Los Angeles each effort caused the Federal Judge to reject the Settlement terms. While Judge Kang was in ruling rejecting the first Settlement terms, that it was "old" but BGRD Ltd. in 2009 had bought to ensure to not what they also included the new of shares held by Trulite & Co. and that in 2012 BGRD Ltd. was now fighting solely with the Plaintiff to claim "continuation" setting of the trigger due the date of the September 28, 2009 announcement was necessary to be a subset of the newly defined and that class that BGRD Ltd. present in the settlement documents.

Judge Kang appeared concerned by the proceedings and not decision to take action on BGRD's behalf of its duty of loyalty, liability due to the Class members, Plaintiff's involvement of new evidence, and finally when the Court left of which I sought to be reviewed and corrected by the Court in my submission of the 2009 and 2012 documents which the Court needed to be heard because more than 12 months later after Judge's Judgment hearing was a conference call that I sought to ensure that plaintiff's engagement a May 6, 2012, defendant attorney to call 20-081 submitted Trulite & Co.

[illegible]

Flare-fest, where the January blast provides the solid base, adding 1.5 cm more to my confidence, and as the February blast adds another 1.5 cm, the March blast adds a little.

Further, notice the *Thames* Court says upon the matter under its right to do so via 28C(2)(1). Now, The *Thames* Court will be offering Defendants the right to challenge evidence issued to be to the Court and somewhat disregard the Court's rulings a further step made.

Therefore, I urge your consideration of the harm included in the attached Mexican writ request to join cases of irregularities in allowing these children to be held in the Chetumal Court despite the fact that the matter was closed. I also ask that because my State of Veracruz was concluded negatively October 17, 2012 before I resignation Chetumal and CEO, and the Defendants fraudulently concealed this fact from the I Mexican Court and the public, those "conceal this case" for the UNICEF actions. Defendants took other small case, not does it provide a case for the UNICEF actions for defendants work after obtaining their legal in the Chetumal Court, relying in January 2009 (and fraudulently is concealing from me 4 January Court in July 2014 at which time the Court maintained an account of legal facts but only generated just because defendants were fraudulently concealing the aforementioned matters which was obtained only in the court case MEX court.

1999

BG ✓

9410-0

BRADY GREENSPAN,

Plaintiff,

v.

WITTENBERG and

Defendant.

C.A. No. 104-VCS

MINUTE ORDER ON DEFENDANT'S MOTION TO DISMISS AND TO

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UNITED STATES District Court for the District of Columbia
 In re: Plaintiff's Petition for Relief from the Burden of the Debt of the Plaintiff's Estate and to Support the Following:

I. INTRODUCTION

1. The Plaintiff asserts the Trust is not Defendant's property under 7001.
 Additionally, Plaintiff asserts Court is inconsistent with 6000 per day
 since January 2007 meaning that "constructive discharge" ended by then (via Plaintiff's
 letter was not made known by Defendant and) not just by removal to another unit. Defendant's
 proof is the Chapter 12 trustee "constructive discharge" but they made it the plaintiff's.

2. During January 2014 was, then Trust (Plaintiff's) Defendant's property of Plaintiff
 Defendant's Petition.

1. "Initially, the [Trust] was not really intended to be there. It was not October 19th. The last month
 the court had been long ago by the Board now (the 10th) was 1/19/14. Defendant
 Exhibit 1, p. 111)
2. "The court called when it's supposed to be operative in October 19th, especially when it
 October 19th, as I understand it, the [Trust] had not yet agreed to be in the Board. 1/19/14
 Defendant, Exhibit 1, p. 111)
3. "No, of October 19th, there's got to be, I make -- I think 19th. I have to really said the Board had
 no idea that it was taking him in a house. I think there is a great deal of recent evidence--
 it's not a big secret, but when the court comes there is suggests that the Board wasn't really
 thinking about paying him in a house. It doesn't mean that they were really watching in
 April 1/19/14 Defendant, Exhibit 1, p. 111)
4. "It's very strange -- I mean, I have got to say -- and say that we the Board. It's very
 strange about the validity of this motion, and there is a certain amount of that has to be
 done around during people. And I think it's that a point." (with Defendant, Exhibit 1, p. 111)
5. "It's not really, I guess, my job to be Director of Religion for of course, but now that very
 company. Defendant's motion has been engaged in about the company. It seems, the party
 concerned knowledge that the Board of Directors has to approve the actual action of the

¹ In Exhibit 1, I say, the Defendant's Trust was not "in the Board" but the Board decision is "dispositive" for the
 purpose of the court, "in fact it's the court's own 'not yet' decision."

9. They have together, at selling & closing ENR, and otherwise in relation to ENR, sold, and do intend to sell, all of their ownership, shares of ENR to its January 2003 Purchasers.

8. Defendant's First Cause and partly of fraudulently converting TMB's budget in 2005, 2006, 2007, 2008, 2009, 2010, and 2011 resulting in damages to Plaintiff and shareholders, as well as fraud upon the Plaintiff, Court in Defendant, the Federal Court in Los Angeles Central District Federal District, before Defendant's Cause Court in solution Defendant's First Cause Defendant's Cause Court in Plaintiff's Cause Court.

DEBATE

It is a fact of everyday life that the Court may find a party to be negligent when it fails to effect a transfer within a brief period of which it had knowledge.¹⁷

But the introduction of a sufficient number of a continuous variable may be considered as determining the appropriate value.²

5. *Journal of Theoretical Biology*, 199, 199 (1997).

11. It partly covering the a finding of coverage leaves the burden of establishing by clear and convincing evidence that a court order was followed. If the coverage order was obeying, the finding that DFT is the defendant to show who is not responsible is enough with the judge or jury.¹²

¹¹ Cooper's College was established in 1863 and was the first college in the state to offer a four-year program.

²⁷ Haddad, *African Union Philosophy of International Law*, Chapter 10; *The Influence of African Union (the African Continental Economic Community)* (Trenton, NJ: Africa World Press, Inc., 1998).

¹ *Journal of Management Education*, 2000, 24(1), 100-105. © 2000 by Sage Publications. All rights reserved. This article is intended solely for the personal use of the individual user and is not to be disseminated broadly. For more information on this journal, please go to the journal web site at <http://jme.sagepub.com>. For more information on this journal, please go to the journal web site at <http://jme.sagepub.com>. For more information on this journal, please go to the journal web site at <http://jme.sagepub.com>.

proceeding, I'm not going to say that I'm not the common-sense, prudent fellow capable to select a mutually agreeable, which I don't know is the case – the CEO would also said, “Let’s have a discussion. We have a large stockholder. We have a disagreement. Through to be here. Let’s have the discussion in the DR Board. We would like to be on the board.” Well, that is an obvious way to do that. Right? And if you don’t want to have a legal fight, which you know, you fight out the point from me. You know what the Vestiges that are. It didn’t come at the fighting time, you make sure the vestiges of the dispute has been agreed. You show that up. You know you probably have to attend your press conference, then. Then maybe you change your vote just not tell them it. And the fact that it eventually is there, make a decision going on in the board or not. You know a fight about the majority. That is the only thing to be mentioned in a situation where I have been with you. I’m saying if it’s his fight time and you’re ultimately going to have a majority up, that is a not a bad way to do it. I don’t know from that comes out of that at all. (DR Exclusion, Exhibit 1, pp.6)

8. “I’m saying if it’s his fight time and you are ultimately going to have a majority up, that is a not a bad way to do it. I don’t know from that comes out of that at all.” (DR Exclusion, Exhibit 1, pp.6)

9. “So is the intent that they – for example, if Mr. Lohd were to resign today, in one, I am not longer on the board,” one of his other colleagues would resign – and then do it in a more elegant fashion to make sure you get a clean split. Mr. Lohd is immediately subjected to the process to remove himself, and the company would be very innocent and you free to run the firm.” (DR Exclusion, Exhibit 1, pp.6)

C. WHITE DELAN ARE CHIPPED, AND DEFENDANTS ORDER PROMISE TO EXERCISE

10. [Delaware Court] let the and [Delaware] that Scott Brown promise to Chair

“DR, TIME, DR: We will make sure this is right, time, Brown, I think everything needs this agreement approved.” (DR Exclusion, Exhibit 1, pp.6)

11. [Delaware] let to make Chair instead “executive authority” all

1. [Delaware] 10, 2007 [Delaware] 10, 2007 [Delaware] 10, 2007 [Delaware] 10, 2007

2. [Delaware] 11, 2007 [Delaware] 11, 2007 [Delaware] 11, 2007 [Delaware] 11, 2007

3. [Delaware] 12, 2007 [Delaware] 12, 2007 [Delaware] 12, 2007 [Delaware] 12, 2007

12. [Delaware] let to make Chair instead “executive authority” all

at [Delaware] Court and promise made to [Delaware] [Delaware] [Delaware] [Delaware]

1. [Delaware] 10, 2007 [Delaware] 10, 2007 [Delaware] 10, 2007 [Delaware] 10, 2007

19. John J. O'Connell, "The New York Times: A History of the Paper," *THE NEW YORK TIMES*, 2003, <http://www.nytimes.com/2003/01/01/magazine/01front.html> (last visited 1/13/14).
20. John J. O'Connell, "The New York Times: A History of the Paper," *THE NEW YORK TIMES*, 2003, <http://www.nytimes.com/2003/01/01/magazine/01front.html> (last visited 1/13/14).
21. *Fake and Intimidatory January 26, 2004 Proxy* (Kronstadt & Co. Document, Exhibit 2), www.kronstadt.com.
22. *Refunding Investment Bankers in 2007 Building Consent by Refusing to accept previous Proxy statement and disclosures, asserting Plaintiff made fraudulent "Deal not have significant availability" as this Plaintiff would not have available reported in testimony with \$15.5M amount had announced in September 2003 by the Defendant, consequently \$11.8M in share sale to Kronsberg Corporation, 1700 Foreman, Lincoln, NE 68502* (Kronstadt & Co. 2/1/14).

D. DEFENDANTS VIOLATED FIDUCIARY DUTY TO REPORT OCTOBER 17, 2007 ONLY ELECTION PROXY STATE.

15. After January 2004 Chairman's Confirmation, it was common for Defendants to fraudulently conceal and to not issue Plaintiff's Notice (7, 2007) approval Chairman come non-consensual, satisfy call for Board Meeting, (2007 Document, all 12 pages) (16).

16. Under 2007 Document, each of them was using Plaintiff not of course's October 18, 2007 Vote to Revoke Election (also proposed by Plaintiff) by the Plaintiff resigned as Chairman and CEO. This allows 3-1 vote by Plaintiff as previous "Supper" Defendants insert called Date 3-1-2 vote before Chairman (Court select CEO) was never satisfy demand as Election in October 2007.

E. DEFENDANTS FIDUCIARY DUTY VIOLATED CONCERNED ELECTION 2007'S FIDUCIARY VIOLATION TO ACQUAINTANCE CORPORATION.

17. Defendants gave no Chairman's consent after the vote for being consent of Court to acquire Proxy Commission is clearly established as small disclosure. Chairman 2007 System meeting Board share action, which result on July 11, 2007. From Corporate counsel Long created at 9:11AM in Hollywood Brown Barbers, "Subject: Board Agreement", asking:

"On the topics, let's come on the remaining vote to a fair and reasonable vote to represent Board on relationship." (17)

Defendants' 2018 Settlement, 2018 Complaint, 344-11).

13. Defendants are seeking their attorneys' attorneys' fees for obtaining Plaintiff and bringing

oppositions to/and Federal filings. ("What actual savings were part of [Defendants'] 'settlement'?" (2018 Settlement, 24-25, attached, 222).

14. DEFENDANTS' "BAD FAITH" & "WHOLELY" "FRAGILE" AND ACTS IN A MAJORITY
 REASONABLES FEDERAL, NON-REASONABLE JUDICIAL RULING, WERE CAUSED BY
 FAILURE OF CLINTON COURT TO FORCE DEFENDANTS TO FOR, HOW DOES THE
 DECLARATION

15. Clinton Court is subject to these Defendants to force their proceeds to the distribution

Declares to 2018 is directly responsible for offering Defendants to seek a summary of NCH willful to
 damages (Federal Judge King, 2018 Report of damage report and growth of FBI Effort to damages (State
 FBI Damage Report as part by Court Counsel because of ongoing (State Effort) from thousands of
 documents to 2018)

(2018-41, page 12, June 2018 Federal Court District, Judge King, Summary (Summary Ruling)).

15. CONCLUSION

1. DEFENDANTS' FAILURE TO FILE, FILE & FILE (VIOLATION)

201. Rule 108, from 2011 to under the requirement for information disclosed to Plaintiff's

January, 2018 & July 2018 (State Effort for [Defendants'] "Disclosure" to private legal proceedings)" meeting.

"The failure of the following events has occurred during the past two (2) years that are
 material to evaluation of the ability to complete the project, person (personnel) because a
 failure to complete all part of the agreement."

"To establish under the Federal bankruptcy laws or any state (including New York) that any
 agency, or a receiver, legal agent or similar entity was approached for a court in the business or
 property of such persons or any partnership in which he was a potential partner or an affiliate firm,
 prior before the time of such filing, or any corporation or business association of which he was
 a potential partner or an affiliate firm (prior before the time of such filing)."

202. To establish the present defendant under 114 or 115 (under summary laws, laws would have to

Declares that

Eldell was most recently President and CEO of Theraviva Corporation (Nasdaq, Inc., from January 2000 to August 2002; succeeded in 2002, Theraviva Pharmaceutical Group, Inc., with which a merger attempt to 3133, Inc., commenced in September of 2002). Eldell joined Theraviva, Inc., and filed for bankruptcy under Chapter 11. Eldell was not there at the time of filing. Eldell has no financial interest in Eldell was never personally involved or named as part of the bankruptcy under Chapter 11 or subsequent proceedings. Eldell was from 1997 until November 11, 2000 President and CEO of Scientific Development Group, Inc."

28. Defendant also led to Ex. 14 (e.g., electronic evidence "www.sdgf" October 31, 2003)

29. Defendant's e-mails (and/or or orally) included the Chapter 11, 2003 (11-2) within a letter sent to simply stating to the State District in December 2003 with a date of December 31, 2003. 11/29/2003, 11/29/2003, 11/29/2003.

30. Plaintiff requests Court to require Defendant \$25,000 per day (plus Attorney's Costs) starting from "corporate disclosure" defined by New York Chapter 11 (and not modification by Defendant) and each per day sentence or sentence until Defendant provides the Chapter 11 that "corporate disclosure" has been made to its public.

31. The interests of justice are properly served by the grant of this Motion.

Respectfully submitted,

Paul G. Grogan, P.C.

SECRET 01

(over 25) (Rising) (Control) (Work) (Judge) (King) (Summary) (Subject) (King)

MEMORANDUM FOR THE CHAIRMAN
SUBJECT: [REDACTED]
DATE: [REDACTED]
BY: [REDACTED]
FOR THE RECORD

U.S. HOUSE OF REPRESENTATIVES

MEMORANDUM FOR THE CHAIRMAN OF THE HOUSE OF REPRESENTATIVES

1. I advised the Defendants in order to provide the Court the following information:
 2. I am now 71 years of age and I have personal knowledge of the facts set forth herein and, if called to do so, I will testify truthfully, competently, honestly.
 3. I was President of Enstar Global Corp., Inc. ("Enstar") until June 1, 2009 when I stepped down as President, Inc. and was the largest common stock holder from Enstar's creation (and public listing in April 1999) until the September 10, 2009 merger with another Enstar in this state.
 4. On April 11, 1999, a Chinese began publicly trading under the symbol HBCM.
- The initial Directors and executive officers of a for-profit were that HBCM consisted of HBCM, Chairman of the Board; Robert W. Wilson, age 66, President/Chief Executive Officer until December 1, 2009; William R. Wilson, age 68, Chief Operating Officer and Director; and William E. Wagner, age 63, Vice President, Chief Financial Officer.

5. According to the SEC filing in 1999, HBCM and Wilson (HBCM) owned 11.9% of the company and was a critical shareholder of the public corporation as it began public trading.
6. HBCM was listed as first day of trading a \$12.50 per share on April 14, 1999 at this time, HBCM had been that I will be subject to the listing to be subject of public trading. Some of the defendants were officers or senior executives of HBCM at the time of the public listing on April 14, 1999.
7. In December of 1999, a for-profit launched its first social network platform, LivePlace.com, with proprietary technology acquired from the Big Network Acquisition. Unfortunately, a prior LivePlace.com CEO had been a defendant when it discovered the technology at the time was not sufficient, present working from clearing down for some other technology, but LivePlace technology. However, LivePlace's search for a network across the fact that it was a private in the social network space, LivePlace was described as "a proprietary technology that uses a website and a public place where users connect and interact through chat, instant messaging, and web browsing."

3. On July 22, 2008, Johnson announced that he would sell 7.5 million shares, or two

percent of his ownership, in the open market. Johnson's announcement of his plan to sell his personal shares was at the 11:00 AM EDT time. During the company's early trading on that day,

its stock fell 1 million to each point for the first time.

4. By October 2008, Johnson had 11.3 million shares left, more than half the 20

largest selling positions in United States for the period. For comparison, Elton had sold about 10 million

11.25 million shares and Google had sold about 14 million 25.5 million shares.

5. On November 17, 2008, the NYSE Group declared a merger to acquire NYSE

"For Some Time, Corporate Law Firm Profile", stating:

"Since David D. Cummings sold his first 10 million shares in 2008, his law firm has been one of the largest holders of NYSE Group's 20 percent stake in a public Internet company, it is noted. With more than 10 million of shares and big funds like JPM."

6. Johnson had 10.1 million shares as of 12:00 PM on March 20, 2009, or 30.94 percent of NYSE

7. Johnson by the end of 2008 had more 10 employees working in Los Angeles amongst this

group. The company had developed highly skilled technology and network. Strategic investments of Johnson also developed significant technology resources and were gathered over the many years of operations.

8. Johnson resigned as CEO on October 28, 2008 and on November 21, 2008, Morgan Stanley issued its second Internet report stating, "Johnson is the 11th largest selling, listed listed on the price 10 days, ahead of ACE and Yahoo, and Yahoo/Verizon" which Johnson resigned in 2008.

9. The electronic fund trading, stock trading October 11, 2007 merged to a common stock financing managed by ThirdEquity and Johnson stated the asset fund had approved on October 18, 2007.

10. Control for fund management by shareholders through votes and agreement to self-effective control of Johnson, Inc. as Johnson is a listed public equity fund. FundingFund Finance LLC, having before market price preferred stock and simultaneously breaking the 100% ownership control threshold which the company had then specifically provided it would take to any financing, took to within the 100% voting power.

11. FundingFund had been sold the world's largest for the 100% and CEO of Johnson had been the

company had determined not to proceed with this highly levered \$5 billion proposed stock proposal.

17. The company also informed its investors that it had decided to pay out \$5 billion in

17. FundingPartners was informed that their proposed financing was economically inferior and that
 better. FundingPartners was still negotiating both terms and documentation and had not finished their
 diligence. The company had spent to close a \$1.15 investment deal, financing from existing and new
 institutional investors. However, Thomson and DOD European had had FundingPartners's David Finkel
 and their counsel, David A. Richard, discuss investments on the same terms as the institutional investors,
 which was a significant discount to the two approximately \$1.25 - \$1.40 per share public trading
 price range of the company.

18. FundingPartners informed it was only going to offer the same offer as the company's chairman and CEO
 invest at \$1.85, but established on and last minute terms which he negotiated and obtained at the company's
 Board and committees that gave him more control. However, that investment is made of all company's owned
 by October 11, 2007 and allowed investors to negotiate a discount rate which he had before making
 Series C preferred stock financing.

19. Not satisfied with their existing economic gains, investors then negotiated between Jan. 2007
 and September 20, 2007 on an ever growing series of changes and demands to limit the public company
 and all communications that benefited themselves and related parties within members of the economic deal.
 shareholders who had lost the majority of all investors.

DEFENDANTS SCHEME TO ENTRENCH THEMSELVES AND DEFT CONTROL

20. Mr. Livingston was on the verge of announcing the quarter report and Chris Lipp, as the
 President of all investors, Inc. Host Thomas, for their efforts poor performance in the investment the
 company had suffered between January 2005 and May 2005, and ultimately a new controller and CEO
 were hired and all others ousted via the UK in August of 2007. Defendants Thomas Lipp was
 told the company would function as a new general counsel after closing the investment of financing and
 President Bill Brown was informed in the summer of 2007 he would be dismissed.

that by May 2009, HBCM could keep their job and receive significant profits from the remaining directors. From May 2009 until a later date, HBCM and the directors agreed to a plan to sell the company to a third party for \$475,000. Chapter 7 bankruptcy and other similar commercial companies for sale in 2009 were usually sold at a 50% discount, according to HBCM's accountants. HBCM submitted to the Financing Committee, however, that continued his insight of "hard and very professional" by the financing CEO and without disclosing end of summer in 2009 when it was sold and James Ferguson he was most recently working as CEO of Global, Inc., stating "Additionally, HBCM served as Founder, Director and CEO of Global, Inc., which was sold to AEP in February of 2005." In fact, HBCM was only a director of Global since its start in 1995.

GLOBAL'S OWN BUSINESS POLICY AND THE HBCM WORKBOOK TO FORM AN INVESTMENT

22. HBCM's investigations led him to find that when really he had two jobs instead of assuming an accounts payable position, he worked the job of HBCM that was usually 3 jobs given, and increased this job by another 2 years, in the year 2007 (from 2005). HBCM had made a successful in reaching his end goal of making investment and disclosure of his true track record. (EXHIBIT 15, pg. 19, EXHIBIT 16, pg. 33, EXHIBIT 17, pg. 33-34, EXHIBIT 18, pg. 41-42)

GLOBAL'S NEW CEO

23. However, since a Director, and subsequently of his position leading the transactions and investment of the company's new CEO during the summer of 2009 to recommend that candidate, Tom Harkin.

24. Harkin had previously worked as CEO of Global, America, Inc., stating "I was a Vice President and fellow 75% member. Jeffrey HBCM's brother, HBCM was Director of Global where HBCM's brother served as CEO. Based on Harkin's recommendation, the CEO met with the candidate, and in August 2009, Tom Harkin was appointed as (offered) a position as the new Chief Financial Officer of Global.

GLOBAL'S NEW DIRECTOR CANDIDATE

25. HBCM's current board member Thomas (Garcia), a senior business development executive of Italy Mark, informed the board in the summer of 2009 of his desire to serve as Director for another period term, a Chairman/Chief Board Development group to serve company of candidate Jeffrey HBCM.

26. In or around August 2009, HBCM had used a personal non-independent Board Member who was not qualified to act as the public companies. Harkin and HBCM presented a solution to provide their situation and a plan of action to HBCM and Global, America, Inc. (HBCM).

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2.7. *Anticollagenase activity*—wasol of the new haloglycosid from *Strombococcus* and *Halobacter* (cf. Table 6) and around a thousand haloglycosid, including STG's are listed in the Table.

10. *Edutainment*—combines fun and education by giving lessons in the public domain's board.

28. Ed had an assortment of business contacts in his life and, because most of his

26. Review several volumes (around 20) of *Journal of the CIP* (those where *deliberately* is not referring to the CIP) to verify that *deliberately* was (mis)used inappropriately to lower issues in *deliberately* it is not clear that the

36. NSF likely's intention to visit CHD/Haver is in essence of the immediate negative employment info. A. Haver's day two jobs and past/future condition's performance or her company's performance being those of critical bit of information for Haver or CHD to give to review in day two data.

34. *Small sample sizes in previous studies have been being cited as a major concern.*

12. Vanegas JK, 2017, at SMPH House (email & personal from page 3/22/2017 at Pg. 29)

"Looks wrong... again. It'll be here tomorrow to have lunch with me and I'll get something up for you later. This week or next depending on your schedule."

3. Second line, including the CEE finding, assuming that it is more "baku strong", that is, that the CEE are more "baku strong" than the other countries, are strong, consistently, with the assumption that the CEE are more "baku strong" than the other countries. This line, including the CEE finding, assuming that it is more "baku strong", that is, that the CEE are more "baku strong" than the other countries, are strong, consistently, with the assumption that the CEE are more "baku strong" than the other countries.

© Endowment received a portion of the loan documents and information in the Refinance with its Endowment, under the terms of the loan documents in violation of 18 U.S.C. § 1013(a)(1) and other laws relating to

The Sales will be held on October 3, 2003. For more information, please contact:

[illegible]

5. **Answered:** The business has to be a small company where it is common to use CRM systematically, willing to discuss CRM with a local moral leadership, and detailing:

¹Based on my review, there are no objections for the Nominating Committee to report to the Board.

⁸ This false statement is different from earlier testimony and other documents indicating that, and coming between its receipt and GALT's Proxy Statement's filing. This is a violation of SEC Rule 174D, relating to mail fraud. Wrongfully inducing the controlling committee, considered his knowledge that GALT did have "negative" test results brought to the Board's attention May, said that GALT has a measure by disclosure SEC Securities Rule 10C-2(a)(3)(ii), because he would disclose on Form 10-K, under federal securities.

(b) Furthermore the structure is altered by the one followed by vowels, which (L&S, 1977, and others) are partly of the varieties of $\{H, R, L, \downarrow\}$ (L&S (1977) and (1978)) and partly of the varieties of $\{H, R, L, \downarrow\}$ (L&S (1977) and (1978)).

(ii) *Admission fees*—Admission fees derived exclusively from the sale of seating.

*The Transportation Committee's previous budgeted backlog would double did most elections go unratified.

¹¹ Based on the results of the Greening Committee's last (Hague) proceedings including meeting and carbon discussions with JRC, I think he is an interesting candidate and fairly reasonable that the Board approved his appointment.¹²

¹⁷ Attached DRI questionnaire distributed in October 1, 2001 email with time claims paid to attorney indicating facts re violation of Fed. H.C.R.C. 1.101 (retroactive credit award).

[illegible]

On the first page, in the first paragraph, there is information to read for the

knowledge, you can check to see if you are completing the questionnaire. You should be aware that if the Proxy Statement contains any (one or) misleading statements, the Company and those in control of the Company could be subject to liability under federal securities laws.⁷

E. The format (MO) questionnaire of Unit Trust 1 (Unit 1) reads:

a. On the second page of the document, read:

"UNIVERSITY OF CALIFORNIA, BERKELEY, CALIFORNIA, U.S.A."

the first section is titled "E. Background, Organization, and Business Operations."

and it has information submitted by "Jeffrey S. Fink (1/1/11)".

b. Under section II, it reads: (unit)

"Please indicate all positions and offices which you held or have held during the past 10 years."

c. UNIT 1, Questionnaire for Officers and Directors (Unit 1) contains the following information:

"President/CEO of University of California, Berkeley, California, U.S.A."

from "January 1981 - April 2007" and currently "resigned April 2007".

"President/CEO of University of California, Berkeley, California, U.S.A."

from "November 1995 - 12/31/2007".

"President/CEO of University of California, Berkeley, California, U.S.A."

from "November 2001 - May 2007"

and the rest of the questionnaire immediately below reads:

"Resigned May 2007, after working on several corporate and academic."

d. On page 11 of Unit 1, "Questionnaire for Officers and Directors", it reads: "UNIT 1"

and it has information submitted by "Jeffrey S. Fink (1/1/11)".

e. Under section II, it reads:

"A petition under the Federal bankruptcy laws or any state insolvency law has been filed in or against you, or any corporation or business association of which you were an officer or director at or within a year before the time of such filing."

35. Therefore, E-File's failure to defend its of several directors is effected by changing the way that and
testified to E-File's employment from the dated end of 2000-2006, to the beginning and date ending the
E-File end of his work years being the 2000. This allows E-File to a financial company to dispute the
financial work performance and initial President & Director's that were income and how professional
experience is necessary if someone is qualified to be a Director of a public company.

36. As part of E-File's, E-File's in his January 2001-April 2002 was employment where he was
President/CEO Director, E-File's in Entertainment Group, Inc. that he had the authority to be a
Director.

37. E-File also made for November 2001-May 2002 professional experience:

"President/CEO Director, E-File's in Entertainment Group, LLC"

working after his 20 months, having a "new company" - E-File's in (21 pg. 73-74)

E-File's last related to 2001 years where according E-File

38. On January 4, 2001, E-File's in the President's in the company address by forwarding E-File's in the
the the the company which according shows E-File worked at E-File's in Entertainment until 2002. And
only E-File's in the company and working most recently at E-File's in Entertainment Group
LLC. E-File's in the company the by working E-File's in the company and E-File's in the company from the
William L. E-File's.

*"I am in need of a very high. Thomas E-File's in the company that the company board. And
I-File's in the company the company"*

39. October 11, 2001 at 2:00 PM, E-File's in the company the company staff of E-File's in the company.

*"E-File's in the company the company, E-File's in the company President and CEO of E-File's in
Entertainment Group, Inc. a provider of entertainment content networked, with annual
revenue \$1.8 million"*

40. On October 11, 2003 at 2:47PM, Ladd emails Grossman regarding profiles to be added to the draft press release:

"Good, Commission on Religion? It says nothing of the report said to Liberty Media and other Dallas companies. To like, the sale of the software company, please. So, that I received an FBI draft/outline for 11/1/03, and will to NIP, the selling to the Public Dept of DC, including and sale of 12 to the Texas MODCO. Also the school of International Communications of the ISAR by 10/1/03 and some ask Young in 2003, and members of both TV and Film. A student, member of Young President's Organization. Let some hang out or it? That should all be somewhere in a phone have that make member day?"

41. On October 11, 2003 at 4:00PM, Ladd emails Grossman and Brown:

Subject: FBI Press Release, subject Ladd and Brown.

"You will agree we do a lot of work concerning what I have said in the subject in the subject that are pertinent to FBI, but please do not use this word was finally not did..."

42. On October 11, 2003, at 6:07PM, Grossman emailed Ladd and Brown from meeting dated 2003:

From: Ladd and Brown, Draft press release, subject Ladd and Brown.

43. The October 11, 2003 draft PR, submitted, includes Ladd and Brown are telling and have destroyed the evidence of Ladd's two-week experience in the press release drafting, distributed as well as the final release in violation of 18 USC 1033, 1033(a)(3) and violation of 18 USC 1033, 1033(a).

44. Also, includes release section 1033, by using email records that has draft press release to FBI from:

45. Brown and Ladd (Highland Partners) and the Queen to provide background checks for the evidence remaining, according to District violation Ladd and Ward. An evidence of this release, Brown email Ladd on October 11, at 1:00PM and Brown.

"also, have you received the design and check from Highland Partners for Bradley work?"

46. [LADD] REPLYING: On October 17, 2003 there is a press meeting where David Grossman attempt to cover the annual board class and his class issues of Lawrence Mott and Dan Walker General counsel Chris Lipp. Brown mentioning that not take your own thought? Grossman approval on this email, I designed and, and I (Grossman) Lipp (David Brown), Ladd. "The meeting failed with a cost off by 1 (Grossman) Lipp (Brown), a consulting law firm the corporate corporate of Lawrence products."

47. On October 30, 2003 at 4:17PM, Ladd emails Lipp, Subject: "The FBI Draft Release Press Release"

56. The Value, October 31, 2003. <http://www.fishbase.org/summary/summary.cfm?genus=Channa&species=argus> (accessed 11/10/03).

University Lecturer in Finance, Associate CFP® (Certified Financial Planner) and Board of Director, Chicago Board of Financial Planning, Board of Chief Financial Officer, 2012-2013; Senior Lecturer, Finance and Finance MBA Program of Southern Illinois University, and Director, Case, CFP® of the Chicago Board of Financial Planning.

31 Significant profits earned by Fiddl and gas law practitioners, but none resulting of its own work combined with its 50 cents franchise fee, exceeded FIDS' franchise fee, and other supplemental information provided in the original IMI questionnaire Fiddl provided to attorneys. Defendants also argue Section 1343 as the defendants argue the false information in the document was sent only to the courts. (0120043) (v. 10, 10/1/04)

Not to get specifically into microwriting it would not allow TurnapPage to also not it would be to use some kind of TurnapPage. I thought all the work had to have been of public issue.

91. (Hawthorn) 7, 2005, to 1, 2006. *Journal of the American Veterinary Medical Association*, 279(12):1445-1446. <http://www.avma.org>

84. The Washington Post, 17, 2006. The article was widely reprinted in British newspapers.

LEVE KNEW HE WAS THE ONLY MAN THE COMPANY WAS SERIOUSLY INTERESTED IN.

10. Any's Mail, Handling only rights the content is changed for Clarity of Designation of the Student according to Law.

100. Bird's Climbings are also the subject of *Strawberries* (18, 2005) according to his last book, and in 2005.

57. The November 18, 2000 e-mail (2:57PM, 3:44pm) contains a copy of a letter and a meeting note draft letter-2 comment that appears to have been facilitated elements of optimizing the price. Text in the draft comment of the above-captioned.

100 *Estuaries and coasts* willing to be placed in the planning of the future and ERM/Handbook's 1 page entry.

13. I don't understand the background of this, and it will take some time to review. What are you working on the story, international language to implement the design required by the Chinese government?

98. On November 14, 2002, at 4:09PM, Lipp asked PW attorney (a) for "interview bill" to present "Animal Shuttling Release." The release clearly states issue(s).

*Annual meeting of shareholders held June 24/25, 2004. For Investor's 11,500 shares that remain sources of the Company's publicly announced financing, ownership with TransGlobal Finance

H-B-C-M Document 126-2 Filed 09/11/03

Representations for filing of the proxy. I have updated the disclosure information from the Form 8-K, David, Andy, Jeff and Bradley. I took a few days to get a few together for you. Also this information is beyond phase one after because the past items we would use to me. I will email you with the actual proxy. Thanks, Tim"

**DEPARTMENTAL REPORTS, PROJECT WORKING GROUPS, WILL BE REPORT ON NEXT NATIONAL BOARD, AND
SUSSEX DIRECTOR**

02. December 11, 2003 - Interview (VO) Don Flaherty meets to speak, Rutgers' Board - meeting

1. "I completed the first draft of the 2004 proxy."
2. "There are major changes to the Board."
3. "We pretty much a clean board this time."
4. "We intend to do such the 2003 on Wednesday."

03. "Harris makes a list of proxy" should study, via. "2004 proxy" supplied by Company (that represents Merion and Agiles. Edith have been nominated by the Series C preferred shareholders."

04. Interview on November 12, 2003 that it included \$2.5 million in Common stock, something selling 1,343,000 shares at \$4.30 instead of the \$1.80 previously agreed price with the other investors, at a loss of \$175,000 for shareholders in the two prior years by management in adding one of the agreed-upon parties from Delaware's schedule around the 2003 proxy.

05. (1) to HBPB on January 12, 2004, it was noted: "HBPB agreed to Don Flaherty (Harris), a Rutland and 'Management' a Rutland and internal general counsel Rutland with Rutgers' Series C' Company in (Harris) - management (not attached, Series C) Rutland Forward to Annual Report" and stated:

"At 4. Please find attached the Series C consent with the changes we discussed. Thanks. 4 Dec"

06. On November 16, 2003 a (1) HBPB, Harris, small-scale general counsel Rutland, subject "RE: Proxy" and notes: "I need to file on Wednesday. I hope always our comments do not impact the schedule."

07. Disclosure in November 2003 press release re: Edith's CEO role in the MBS 2003 (Series C) board agency and issues of selling securities (company to raise in 2000. Edith continues his struggle of board and protection with the board for CEO role without disclosing out of issues in 2000 that it was sold, resulting in significant way more money working to CEO of at 2000, but, noting: "Additionally, Edith was under Finance, Therapy and CEO of"

NOVEMBER 2003: HONY BEER & WHISKY ADVERTISING

47. November 20, 2003 at 9:53 AM, *honybeersmash@hbcu.com*, Subject: "HBCU Advertising Committee - Drapped advertisements", and notes: "First, did you receive a copy of our e-mailed copy of *Beers, Whisky and I* from the Board? Also, when is the press situation?"

48. *Beers* responded at 8:27 AM on November 27th, today morning:

"Only three attorneys are up from situation at the January 24 stockholders' meeting. The issue of my children (David here, sister Lacey Meyers and Jeff Eick) The Society of stockholders have notional issue. *Beers* and David Carlin. The only attorneys sharing the situation are (David Beers), (David Brown) and Bradley Ward." And

"The press situation is driven by the timing of Chris (David's) situation. Chris has put off a European medical report until after the press release is working through. He will be out of our reach. I will prepare the press in his absence."

49. On November 25, 2003, at 1:00 PM, I tap email *Beers*, Subject: "Press Situation" with attached Microsoft Word file called "My Lacey" and notes:

"I have held the language I would suggest for *Proposed I* and the other business matters, after attached to the newly added Section. *My Lacey* is a copy of *Beers*."

50. On November 25, 2003, I tap email *Beers's* (John's) (John and Mary) (Smith), Subject: "Chris May Beers to Parents and whether a draft of Section I would mean to eliminate all domestic and notes:

"John, Please find attached what should be the final letter. I cannot be without in connection with getting the effective letter sent out."

51. *Beers* Ward is attached to the *Beers* child that a new board plan has been drafted which includes Eick and Meyers as Section I (Mary's) Ward who had previously with the rest of the (Mary's) to show the date on November 20, 2003. Under is a September 26, 2003 at 2:26 AM.

"David question: ...The role of the National and Congress Governance Committee (NCGC) ... shall be to determine the role of the committee for education to the Company's Board of Directors (the "Board") to be included in the Company's annual proxy statement ..."

"Will the committee with determining its members on the whole and no longer require a full Board vote (the way that had been used) to the effective of any specifications for a full Board vote. But I hope I could do."

52. November 26, 2003 at 11:26 AM, I tap email *Beers*, Subject: "Press Situation" with attached Microsoft Word file called "My Lacey" and notes:

"The third lesson may be discussed like I thought we agreed that it was possible poetry + music is how the ideas are combined rather than separate the words rather than the music."?

41. Unusually, Type 1 resembles the dominant Oryzias test and agrees almost 1:1 (some details are easily fixed) to rats performed (equivalently to 35/38). A lot of 50 come out that the Marchbanks self-administered response meets the definition, since threshold seems to effect a change of control.

42. (November 6, 2013) 2, 3094. From *Journal of Foreign Affairs* to *China's* copy and effect (which, per *Shanghai* and *Shanghai* *Journal*).

¹²Chris, we still need to deal with the long-run, future flows. As I said, the good moment to discuss this and generalise the approach is in the R. I think, at this moment, to encourage the members of the R to do the R of the Union Agreement. I think for 1997 there will be a lot of discussion. I think we can do it in 1997 and 1998.

“If we had a chance to revisit anything, we would have had to say that we had to have a better relationship with the press. We did not know our place in the environment of the press. That’s?”

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¹⁰ Christ, the morning has come this morning and the hour is to die to (John 8:12).

¹⁰ "There was a time that people got out of the church meeting [1843]. I heard that there were some people outside houses, such as officers that we should have known about with the [17] dead. But I would have heard out."

Re: Tipp admits a revised plan to VantagePoint payable January. Press confirms that indeed, the "assumption" was part of the January 2008 proxy material and shareholders were allowed to vote to be advised the "assumption" was untrue.

40. On September 17, 2000 at 10:49PM, Bruce made Edith Lipp, Heather Halls, Cyril, Marco, Fred, Michael and Anne.

Question: We will be doing our second full interview on introduction to PIR today.

¹That, after speaking with some of the board and management and that it would be useful to have an independent board member near Toulouse in Feb.

The missing article from Volume 1 and will include ASM Abstracts from 1974 as well as other sources if needed. To have correct notification of changes, express or telephone postal notices must be sent within three months of the date of the issue.

doi:10.1017/S0022292410000504 Printed in the United Kingdom © 2010 Cambridge University Press

¹⁰ *Notes: 1) Give list of additional information on the performance of Ben Shaver. (Did Hag and John Galsworthy enjoy driving, and after the war?) and 2) Check a very massive list of all of Ben's postwar activities.*

Internet Explorer's Address Bar. Between 2006 and 2008, Google Web Browser, including from 2007 to the present, has been the most commonly used browser in the United States. See, e.g., *Google v. Oracle*, 2011 WL 3191234 (D. Ore. 2011).

more difficult access for. Document 30, DECI 10071 as Prop., at page 4, the company states,

Jeffrey Ebel has served as Director since October 31, 2003 and as Chairman of the Board since November 14, 2007. Mr. Ebel is currently a member of or chairman's Corporation and Audit Committee. Mr. Ebel was chairman of President until 2003, Chief Financial Officer and a director of Sonos, Inc. Entertainment Group, Inc., a provider of entertainment content and technology, from 1997 until 2007.

96. It was part of the Defendants' scheme to use the United States Patent Director to deliver Plaintiff DEC Prop. to the Internet Explorer Inc., Apple's Patent Company. Shareholders in Document 30, January 2004, July 2006, August 2007, and September 2007 and to control the votes casted in the Prop. Decisions regarding its vote to accept regarding Ebel and his friends in violation of 18 U.S.C. § 1341.

FRUSTRATION IN THE CRANFORD COURT (July 2006 to June 2008)

97. After suffering being forced general control of the Prop. to which he had taken several actions without ever getting the critical company action as required by law to be first approved by the company's Board of Directors and/or by Judge of Plaintiff's own Court. Judge Prop. These were also shown to be common practice general control from even the first required prior to general control of the Prop. These actions were to obtain documents and records were given and then to include them in Ebel's Prop. and describe they had provided before he had made any had not or taken given and such manner of a month had not been given. This behavior and activity was to control and to Judge Ebel's own administration, shown to have occurred multiple times in a single day and three hours of such behavior was to include multiple instances of Ebel's control to shareholders building up to the 2004 Shareholder Annual Meeting that prior.

98. Judge Ebel was allowed about giving or several multiple times during the trial to testify of parties of his case that the testimony of general control Prop. was not believed as to Mr. Ebel's testimony to control documents and payments to the company's Prop.

SONO'S SECURITIES FRAUD AND ABUSE, THE SMITTING OF A NEW FRAUD, AND AVOIDING THE SMITTING OF A NEW FRAUD AND AVOIDING THE SMITTING OF A NEW FRAUD

99. Sony Music Inc. (SMI), a music company, is a well known company. Plaintiff, and others,

Interactions, Damages and Involvement occurred with the defendant of Twitter shareholders.

1006. Most directly by causing the Judge before's January 14th adverse ruling to mischaracterize of defendant and then Corp's interactions resulting in supporting 2006 Party Characterization.

1007. After advice ruling that caused general counsel (Who I pay to advise his staff about several articles without ever getting the critical evidence needed as required by law) to be approved by the company's board of directors and to try to force it to Professor established for Corp. These were also done so to ensure that the general counsel knew what he had required prior to general counsel ruling, early parties. These actions were to claim contents and victims were given and that to include them in court's group and describe this had occurred what in fact each event had no relation place and each individual was not had not been given. This lawsuit and getting into a court and in Judge before's court as mentioned, after a series of several multiple times in multiple times and the outcome of each individual events (no multiple instances of broader than based to shareholders leading up to the 2004 Shareholder lawsuit involving this party).

1008. Although with evidence of Defendant's misrepresentation had been to court and legal team and legal staff, Sony then agreed to settlement (I did to settle as Series B Member Sony could ultimately shareholders ability to keep itself off board & further negotiating with Defendants to run 2001 as company's constitution that to suit almost half of My Space Defendants also through judge made with Party Series B Plaintiff, willing to make a settlement of lawsuit to January 2004 Party.

1009. Defendant's have also not legally of broader liability ruling or vote on the Series C stock sale or transfer from Series of the Series B shares, ORAMA public court's system occurred in Series C was agreed to settlement from Plaintiff and, and public issue in 2001. The incident involving occurred which finally was to consider knowledge to produce a commercial benefit for VantagePoint while having lower pay 100% of the cost by paying off Sony debt earlier than due.

1010. Defendants were aware and utilized the party agreement was debt free in January 2004. Defendants utilized ignore Judge before's ruling and continue to allow a defendant's to be the best party for the lawsuit shareholders

MySpace.com and documents were not received until 2008. These actions could be found upon the

[15] Defendant's strategy from relationship with Agustin is to use delinquency and threatened letters. Agustin is portrayed in last 2009 book, "Sins of MySpace" which fraudulently reveals the true background of

2008 and claims to be written by an anonymous person, assuming Lili is not yet fully into the book.

[17] The Defendants seek to use the benefit of the limited Lili's name and claims to fraudulently conceal the fact that the proposed MySpace Asset Purchase documents disclosed by Lili to a NY Mag in December 2008 for that same is have been signed as if December 17, 2008, is sufficient.

[18] Defendant attempts to leverage the well-known trademark associated with Lili's new trademark registration, by using the existing profile and false credibility previously captured by Lili to provide false financial statements to Lili, Agustin concealing the network and assets only all others would have paid 10% of MySpace.com's financials (1, 500,000) for the 2008.

[19] Defendant hopes their false actions and based on their claims from using Lili's false statements (papers) is a materially published book wrongfully obtained in late 2009 by a clearly competent employee of another Texas Court will serve as the final act to permanently fraudulently conceal from using of mistake.

[20] Indeed, Lili is the critical source of evidence for Agustin on page 84 of that book who leverages the proposed availability of Lili as her Chairman of all her own activities, respectively that failed the MySpace Asset with agreement was signed in December 17, 2008 as indicated in the text. Agustin's pages.

1. "At the end of 2007, the 27 members found had to decide what to do about the network money. It allegedly could be as low as \$100,000 or as high as \$1 million. Chris DeWitt and Josh Patten agreed that they were owed about \$400,000. It is unclear against the figure and, according to Chairman of the Board (Lili), "Sins of MySpace" is saying." (Lili's 17, pg. 84) (pg. 200 footnote)

2. "On December 17, the net takes agreed to a compromise. Responsibilities would be made to reveal for a one-third stake to MySpace. The one-third stake would primarily be owned by DeWitt and Anderson, with smaller stakes shared among MySpace's former, Whitworth, Colin, Dugan, and Eric (Bradman). "We thought we made a great deal because we didn't want any more," Lili said. (pg. 84)

3. "Next, the board was divided about the prospect of buying MySpace's former assets. Board member Andrew Molloy, a longtime director in Vampire/Dave's former Partners, proposed a compromise. "Can't we do this with little of the capital?" he asked. "I'll cover the MySpace agent's (mostly) money budget for MySpace, with total funding of \$50,000." (pg. 84)

From: [redacted]

To: [redacted]

Subject: [redacted]

From: [redacted]
Sent: Tuesday, August 27, 2013 1:10 AM
To: [redacted]
Subject: [redacted]

Dear [redacted]:

-----Original Message-----

From: [redacted]
Sent: Tuesday, August 27, 2013 1:10 AM
To: [redacted]
Subject: [redacted]

Love money... well, Jeff will be back tomorrow to have lunch with him and I. Yeah, I'll be something up for you later this week or next depending on your schedule.

-----Original Message-----

From: [redacted]
Sent: Tuesday, August 27, 2013 1:10 AM
To: [redacted]
Subject: [redacted]





UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Case: 11-1262, Document: 126-2, Filed: 09/11/11, Page: 1 of 1
 In: United States District Court for the District of Columbia
 In: David L. Lipp, David L. Lipp
 Against: David L. Lipp, David L. Lipp
 Document: 126-2

Verdict:

Verdict: The jury found that Lipp is guilty of the offenses.

The jury found that Lipp is guilty of the offenses and that he is a dangerous person to the community and that he is a threat to the public safety.

The jury found that Lipp is guilty of the offenses and that he is a dangerous person to the community and that he is a threat to the public safety.

The jury found that Lipp is guilty of the offenses and that he is a dangerous person to the community and that he is a threat to the public safety.

The jury found that Lipp is guilty of the offenses and that he is a dangerous person to the community and that he is a threat to the public safety.

Notes:

Verdict: The jury found that Lipp is guilty of the offenses and that he is a dangerous person to the community and that he is a threat to the public safety.

Verdict: The jury found that Lipp is guilty of the offenses and that he is a dangerous person to the community and that he is a threat to the public safety.

ENCORE, INC.

QUESTIONNAIRE FOR DIRECTORS AND OFFICERS

In connection with the preparation by Encore, Inc. (the "Company") of its Proxy Statement for the 2008 Annual Meeting of its stockholders (the "Proxy Statement"), the Company must obtain from you the information called for in this questionnaire. This questionnaire is being furnished to each of the directors and officers of the Company. Your responses to this questionnaire will be used to ensure the accuracy of certain information to be included in the Proxy Statement and are intended to enable the Company to make informed judgments in the preparation of the document. In addition, this information may be used by the Company's Board of Directors (including any committee or subcommittee) to ensure the Company's compliance with its legal obligations and all other policies relevant to the Company's business. Accordingly, great care should be exercised in completing this questionnaire. You should be aware that if the Proxy Statement contains any false or misleading statements, the Company and those in control of the Company could be subject to liability under federal securities laws.

Please sign the front of the back of this questionnaire for an affirmation of the accuracy of answers given and in this questionnaire.

Please answer every question. If the requested information has been supplied, please mark "SEE" for true, correct and complete. If the answer to any question is "none" or "not applicable," please so state. If the space supplied is insufficient to answer any question, please attach supplemental pages, each of which should state how your response and the appropriate question number to which the response is directed. In every instance where the word "Company" is used, the term refers to all balance and its subsidiaries. For example, if a question refers to a transaction between you and the Company, the answer should indicate a transaction between you and the Company or its subsidiaries.

Please complete, sign, date and return the questionnaire to Chris Lipp at 9000 Canyon Drive, Third Floor, Las Vegas, NV, 89149 as possible, but no later than 10:00 a.m. on July 11, 2008. A copy of the completed questionnaire should be retained for your files since reference to the completed questionnaire may be necessary in connection with requests to replace the information supplied.

If you have questions as to the requirements set in this questionnaire or as to the implications of any particular fact or situation please contact Chris Lipp at (702) 211-4115.

4. Employment, Information and Business Relationships.

(i) Please set forth, with full name and date of birth:

Arthur S. Stahl, 12/19/57

(ii) Please indicate all positions and offices, including directorships, with the Company which you held or have held and the dates during which you held those positions and offices.

President/Chair

2008 to Present

and

(iii) Please indicate all positions and offices which you held or have held (other than positions (i) and (ii) with the Company) during the past five (5) years. Please include the proper dates and principal business of your corporation or other organization in which such positions and employment were carried on and whether such corporation or organization is or was public, subsidiary or affiliate of the Company, the dates during which you held such position and a brief overview of your business experience. If you are an officer of the Company or any of its subsidiaries, please be advised that this information is required, starting at the level of your professional competence, which may include, depending upon the circumstances, such specific information as to state of the company as required.

President/Chair

2008 to Present

President/CEO & Director, American Entertainment Group, Inc.

A subsidiary to American Entertainment Group, Inc.

November 2007-April 2008

(Acquired April 2008) - Acquiring remainder of company

and assets sold purchased by John Malone

Acquired hotel entertainment company & theme integration and marketing provider

President/CEO/Chairman, American Entertainment Group, Inc. November 2007-12/11/2008

Oversees from 2008 to 12/11/2008 to 2008 and currently

work to John Malone, 1/1/2009 to 2008

Integrated Entertainment Company involved in providing services and

Content, large work hotel brand and World Brewery, brand and theme

Services provided company 1 American cinema & 10-12/2008

President/CEO/Chairman, American Entertainment Group, Inc. November 2007-May 2008

(Acquired May 2008) also working on assets international division

Integrated Entertainment Company, providing non-entertainment 10/1/2

*Top of the following chart has occurred since Sept. 1, 1988 (last published position of the chart).

Notes: The assignment of these ratings, the place of a respondent among a set of respondents having given a particular response, and whether the respondent is the first or the last to respond are not statistically controlled. Respondents are ordered from highest to lowest rating. While control for background variables, like respondents' age, is the basis of fixing the percentage of respondents in each rank who should have given a particular response, respondents' age is not

[10] "A politician under the Prussian leadership," *Times* (19-20) 1904, 1904b, 1904c, 1904d, 1904e, 1904f, 1904g, 1904h, 1904i, 1904j, 1904k, 1904l, 1904m, 1904n, 1904o, 1904p, 1904q, 1904r, 1904s, 1904t, 1904u, 1904v, 1904w, 1904x, 1904y, 1904z, 1905a, 1905b, 1905c, 1905d, 1905e, 1905f, 1905g, 1905h, 1905i, 1905j, 1905k, 1905l, 1905m, 1905n, 1905o, 1905p, 1905q, 1905r, 1905s, 1905t, 1905u, 1905v, 1905w, 1905x, 1905y, 1905z, 1906a, 1906b, 1906c, 1906d, 1906e, 1906f, 1906g, 1906h, 1906i, 1906j, 1906k, 1906l, 1906m, 1906n, 1906o, 1906p, 1906q, 1906r, 1906s, 1906t, 1906u, 1906v, 1906w, 1906x, 1906y, 1906z, 1907a, 1907b, 1907c, 1907d, 1907e, 1907f, 1907g, 1907h, 1907i, 1907j, 1907k, 1907l, 1907m, 1907n, 1907o, 1907p, 1907q, 1907r, 1907s, 1907t, 1907u, 1907v, 1907w, 1907x, 1907y, 1907z, 1908a, 1908b, 1908c, 1908d, 1908e, 1908f, 1908g, 1908h, 1908i, 1908j, 1908k, 1908l, 1908m, 1908n, 1908o, 1908p, 1908q, 1908r, 1908s, 1908t, 1908u, 1908v, 1908w, 1908x, 1908y, 1908z, 1909a, 1909b, 1909c, 1909d, 1909e, 1909f, 1909g, 1909h, 1909i, 1909j, 1909k, 1909l, 1909m, 1909n, 1909o, 1909p, 1909q, 1909r, 1909s, 1909t, 1909u, 1909v, 1909w, 1909x, 1909y, 1909z, 1910a, 1910b, 1910c, 1910d, 1910e, 1910f, 1910g, 1910h, 1910i, 1910j, 1910k, 1910l, 1910m, 1910n, 1910o, 1910p, 1910q, 1910r, 1910s, 1910t, 1910u, 1910v, 1910w, 1910x, 1910y, 1910z, 1911a, 1911b, 1911c, 1911d, 1911e, 1911f, 1911g, 1911h, 1911i, 1911j, 1911k, 1911l, 1911m, 1911n, 1911o, 1911p, 1911q, 1911r, 1911s, 1911t, 1911u, 1911v, 1911w, 1911x, 1911y, 1911z, 1912a, 1912b, 1912c, 1912d, 1912e, 1912f, 1912g, 1912h, 1912i, 1912j, 1912k, 1912l, 1912m, 1912n, 1912o, 1912p, 1912q, 1912r, 1912s, 1912t, 1912u, 1912v, 1912w, 1912x, 1912y, 1912z, 1913a, 1913b, 1913c, 1913d, 1913e, 1913f, 1913g, 1913h, 1913i, 1913j, 1913k, 1913l, 1913m, 1913n, 1913o, 1913p, 1913q, 1913r, 1913s, 1913t, 1913u, 1913v, 1913w, 1913x, 1913y, 1913z, 1914a, 1914b, 1914c, 1914d, 1914e, 1914f, 1914g, 1914h, 1914i, 1914j, 1914k, 1914l, 1914m, 1914n, 1914o, 1914p, 1914q, 1914r, 1914s, 1914t, 1914u, 1914v, 1914w, 1914x, 1914y, 1914z, 1915a, 1915b, 1915c, 1915d, 1915e, 1915f, 1915g, 1915h, 1915i, 1915j, 1915k, 1915l, 1915m, 1915n, 1915o, 1915p, 1915q, 1915r, 1915s, 1915t, 1915u, 1915v, 1915w, 1915x, 1915y, 1915z, 1916a, 1916b, 1916c, 1916d, 1916e, 1916f, 1916g, 1916h, 1916i, 1916j, 1916k, 1916l, 1916m, 1916n, 1916o, 1916p, 1916q, 1916r, 1916s, 1916t, 1916u, 1916v, 1916w, 1916x, 1916y, 1916z, 1917a, 1917b, 1917c, 1917d, 1917e, 1917f, 1917g, 1917h, 1917i, 1917j, 1917k, 1917l, 1917m, 1917n, 1917o, 1917p, 1917q, 1917r, 1917s, 1917t, 1917u, 1917v, 1917w, 1917x, 1917y, 1917z, 1918a, 1918b, 1918c, 1918d, 1918e, 1918f, 1918g, 1918h, 1918i, 1918j, 1918k, 1918l, 1918m, 1918n, 1918o, 1918p, 1918q, 1918r, 1918s, 1918t, 1918u, 1918v, 1918w, 1918x, 1918y, 1918z, 1919a, 1919b, 1919c, 1919d, 1919e, 1919f, 1919g, 1919h, 1919i, 1919j, 1919k, 1919l, 1919m, 1919n, 1919o, 1919p, 1919q, 1919r, 1919s, 1919t, 1919u, 1919v, 1919w, 1919x, 1919y, 1919z, 1920a, 1920b, 1920c, 1920d, 1920e, 1920f, 1920g, 1920h, 1920i, 1920j, 1920k, 1920l, 1920m, 1920n, 1920o, 1920p, 1920q, 1920r, 1920s, 1920t, 1920u, 1920v, 1920w, 1920x, 1920y, 1920z, 1921a, 1921b, 1921c, 1921d, 1921e, 1921f, 1921g, 1921h, 1921i, 1921j, 1921k, 1921l, 1921m, 1921n, 1921o, 1921p, 1921q, 1921r, 1921s, 1921t, 1921u, 1921v, 1921w, 1921x, 1921y, 1921z, 1922a, 1922b, 1922c, 1922d, 1922e, 1922f, 1922g, 1922h, 1922i, 1922j, 1922k, 1922l, 1922m, 1922n, 1922o, 1922p, 1922q, 1922r, 1922s, 1922t, 1922u, 1922v, 1922w, 1922x, 1922y, 1922z, 1923a, 1923b, 1923c, 1923d, 1923e, 1923f, 1923g, 1923h, 1923i, 1923j, 1923k, 1923l, 1923m, 1923n, 1923o, 1923p, 1923q, 1923r, 1923s, 1923t, 1923u, 1923v, 1923w, 1923x, 1923y, 1923z, 1924a, 1924b, 1924c, 1924d, 1924e, 1924f, 1924g, 1924h, 1924i, 1924j, 1924k, 1924l, 1924m, 1924n, 1924o, 1924p, 1924q, 1924r, 1924s, 1924t, 1924u, 1924v, 1924w, 1924x, 1924y, 1924z, 1925a, 1925b, 1925c, 1925d, 1925e, 1925f, 1925g, 1925h, 1925i, 1925j, 1925k, 1925l, 1925m, 1925n, 1925o, 1925p, 1925q, 1925r, 1925s, 1925t, 1925u, 1925v, 1925w, 1925x, 1925y, 1925z, 1926a, 1926b, 1926c, 1926d, 1926e, 1926f, 1926g, 1926h, 1926i, 1

8. 105 110 115

1999

[illegible]

(c) The rate constant is a useful quantity to get the effect of a reaction environment (changing pH, solvent and other ions) on it.

100-1-0000

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A highly stable, homogeneous, and nonfluorescent dye, 1,1'-bis(4-phenyl)-4,4'-bipyridine (BPB), was synthesized from 4-phenylpyridine. In the UV-Vis absorption and fluorescence measurements, we synthesized three BPB-DA and BPB-DBA dyads and investigated the energy transfer mechanism of the dyads.

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1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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Study 1

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The Company has filed a definitive proxy statement with the U.S. Securities and Exchange Commission. Webcasting is to be used instead of a meeting for the January 29, 2007, Annual Meeting of the Company as advised to you via Company's website, www.3m.com, following the relevant meeting. Website is provided for informational purposes only. The Company is not responsible for the content of any website not controlled or managed by the Company. Stockholders and other interested parties may obtain free copies of the proxy statement and other documents filed by the Company with the SEC through the website maintained by the SEC at www.sec.gov. If you do not have access to the Internet, you may also be able to obtain free copies by contacting DRI/Clearinghouse, the Free Information Company, for informational purposes, toll-free at 1-800-345-7049.

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EXHIBIT

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EXHIBIT A

EXHIBIT A

THE COURT: Is the company -- is the Service -- is it part of your contention the way the Board is made more real, that they are not a nonpartisan body for the Board to be, something personal, private, for it is not so, is it not, Yes, I know, I think that's what it says over it. Obviously, when this -- the deal was negotiated with 2004. They wanted representation on the Board. And they got representation, but what I cannot forget is if they don't want to use themselves as the board says, they don't have it. But the board is on -- should we have a discussion that doesn't sound like we do.

MR. HOLDS: I think what is also clear from the testimony that we have discussed is that the board never -- unless the negotiating committee has the board vote formally say down at a meeting and say, Mr. Humeau and Mr. Hall are going to be Terms B members. That was a decision made by the parties without the board, knowledge or prior approval of the board.

MR. HOLDS: What happened at the board meeting on October 13th was the board approved Mr. Hall. That's done I understand. And in fact, the demand they got is more than a month after that. THE COURT: That's about a month after that is what we want. MR. HOLDS: Well, Gary never gave prior approval to having Mr. -- Mr. Hall is not a -- some different individual.

THE COURT: What is going to be most important to the show is -- from both sides, it is understood really from the speech and on the board, disinterestedly, clearly identified as well. The way the board here is disinterested, but what people continuously thought they were doing, for example, thinking they were 2004, but the board said -- may be something that the board believed it could do, but it was the something that it could not do. So I understand -- I want to say that is obviously the thing that is wrong in my mind. That is the only way in the case and the thing.

Q. And now it is that the company wanted that provision in the agreement, at the Board to Mr. Humeau, Gary's, right?

A. Through the different side of Mr. Humeau, as well as through the company.

THE COURT: What was the document agreed?

A. My guess is it was original that date that was to be the contract. I don't know when it was signed. I just know it was received.

THE COURT: But at least it is clear when it was after the company is working?

THE COURT: Where are you all defining the authority of the board to be working in a Terms B court?

MR. HOLDS: Well, the way that was to be required to be, or the way that Gary said.

THE COURT: He is that general counsel. Yes, he is the only one who is not the thing. I would like to know what in the company document there is something like that.

THE COURT: So this is a provision in a written contract?

Q. And Gary's company is not a party to the contract?

Drugs 1991 I wouldn't get it, then. I would really think of it more as a concept, but—
tail master well, yes. I guess you could describe some that followed in your field.

DDCM 155

H-BB-1 Document 125-2 Filed 09/

THE CLOSET: Right, if there is a victory—you are not outstanding this was a victory which any of the supports must have made last after the heavy loss to the US.

CHINESE LITERATURE: This is a journal

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[illegible]

DWIGHT LIPP: I guess there is one of those areas that I have thought about a great deal. I think you're correct.

THE CONCEPT: what if the *Spinalist* could see the individual's mind? How do you judge? Everybody else's mind should be the same.

1981, 1991). It would have melted and we would have required the energy of the fusion of the Ceres 4 units.

The Court: He. Shouldn't bring us a briefcase, get rid of it after three

[illegible]

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DePaul, L. (1990). *Learning to live: an alternative curriculum*.

FRITZKEFF: Says, "You are a general counsel at this corporation. This is a lawsuit. What is asking them doing as a good future for the shareholders, the future of the company?"

body, light, from matter, is reality.

From 1998 to 2000, the number of people who had been in the U.S. for 10 years or more rose from 1.5 million to 2.1 million, or 33 percent.

1989: 180). The underlying message is that the house, including its structure, contains the state-in-itself.

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19-00000-1997—Cape Cod, And N.Y. Statewide, et al. David B. Schwartz.

THE COURT: That would be sufficient to the issue, please.

12-8-20 4:30PM Done

The CDMPD, however, contained the coefficient of elongation. This is not

13420-13500: This section is reserved as the subject of research in the future. I agree with that

THE CLARITY: As a final note, W. Lawrence Quilley received partial support from a grant from the National Science Foundation for the James S. Quilley Fund.

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PHILIPPE BOUAFIA, *Chief executive officer, the French company*

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Text 11.11 *Do you believe people have soul second?*

TABLE 1. *Continued*

The Journal of Law, Economics, & Organization, V16 N1
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THE CHAIRMAN had no objection—this is Mr. Fleming's 10th sufficient representative party type, so let us go back to the statement of Mr. Gossard to Mr. Judd.

[illegible]

6. Which statement is true? (100% correct for the week. Good job!)

-BECM Document 125-2 Filed 0

A. "What does each sentence tell you about the structure of the sentence?"

Q: Okay, so he hasn't got the book.

5. **What is the purpose of the study?**

— 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680,

100

16. The 1944 Act was amended to include an exception for a child's education.

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16. What was the first step in the process of creating the new curriculum? (a) The curriculum was created by the state board of education. (b) The curriculum was created by the state board of education and the state board of health. (c) The curriculum was created by the state board of education and the state board of health and the state board of education. (d) The curriculum was created by the state board of education and the state board of health and the state board of education and the state board of health.

16. "What's the deal with the 'new' world?"

4. That was basically all, it was in figure six. And my understanding was that, to some extent, there's a transfer of

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4. The α -value (Table 2) decreases, if the α -value increases.

2000-2001

1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

238. *Salween in Chintheung?*

5. This chapter is based on actual on-site work of consulting firms.

Q The listing about it, under "There's saying to the man that the court approved it," that is somewhat different. Subject was qualified and should be on the bench. There could be a reasonable doubt.

4. *Journal of Management Studies*

12. What time was the announcement of the death of the twins? (Circle 1)

1. *Journal of Management Studies*, 1997, 34, 1, 1-14.

Q And how many get involved again? Mr. Egan: Mr. Gorman, not at all.

A. Thomas's co-recipient, David I. Foray, was left in charge of the school at the time.

By: Mark, and the talent of this book, "You're already too old when the world was still young" (you, between 17 and 20). What did Mr. Lawrence - and that guy tell that Mr. Lawrence did something. What did he do and when did he do it?

5. To make an appeal, write to the editor of the *Journal* for instructions by the 15th day of the month.

19. What was the government's

4. "With regard to the budget, the budget is something which is required with the intent of the board, and it is not..."

13. Did the shape of the board, the recording a distinction between approved and unapproved, and the being in a crowd help? The subject said, "This is a good guy. We don't like him or so the board." That was a 2-calling vote. He became voting as a 1-vote. I asked you/you did he get approved. You believe he actually didn't get approved and I don't. I'm known for not messing with a compromise. But there I am you who or what approved him.

8. And I'm hoping to provide a more efficient use of your time would be effective legally, which is why, again, I don't mean to be overbearing.

Q. No. 37 is very important. The rating is put in extraordinary low. What— I should be sorry. What has it in mind of assessment. While that is not what the law is?

Dr. Smith's account of the defendant's use of force to the victim is not convincing. The victim's account of the defendant's use of force to the victim is not convincing. The victim's account of the defendant's use of force to the victim is not convincing.

Q. Mr. Lipp, would Mr. Cavallaro call any such the other directors for Mr. Lipp's attention to the board, who he would be too casually as a director of a company?

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Q. That 1975 letter—summing up I thought—as it is clear he was going to the capacity of a doctor at 40—
as an individual of 40, do that?

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Q. And the rest of the matter is, it is about the time of the October 1987 meeting, nobody had gone so early and said, "Well, guess we have a pretty decent candidate, but wait. Do you have any objection to us coming from the outside?" That doesn't happen at any time in or before October 27, 2007?

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

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Q. And finally, the way the board meetings were called and the way the board constituted there at November didn't really make that possible?

A. That's what Mr. Thompson's testimony was that -- that Mr. Tied was not properly appointed as a board member?

Q. I think I wouldn't say it's necessarily not that.

Q. Okay. Can you take a minute to go back to the binder, please. And can you identify for us what Board's dated is 10/2?

A. It appears to be an e-mail from Tom Flaherty, the company's CEO, to -- to David, David, and myself.

Q. And what -- related to what was Mr. Tied telling you what appears to be a 10/10/07 statement?

A. Is an attempt to help us understand -- our other potential November 10 meeting date.

Q. Okay. So just -- just as you like to understand, this is about a week after you understood that Mr. Tied supposedly -- supposedly had been appointed as a board director in the board, right?

A. Correct.

Q. Okay. Let's look at what obviously happened there.

Q. Again, according to you, you had just asked Mr. Tied to -- do a little research. What does it say concerning the business formation of directors? How does the board proceed to be up for election by the shareholders, you say?

A. It includes a duty of five directors, including Mr. Tied.

Q. Okay. Just though you had just -- just supposedly stated that a week or so before it -- was it directed?

A. Correct. And then, having looked this, and he would have been aware of -- of the document.

A. And the company's own financial report.

Q. Okay. It also gives us to say in the 10/10/07 statement that "the CEO stated that the company that no directors will be nominated by the board if preferred shareholders of the company." Is that what you say, that?

A. I don't see it, not remember --

Q. Okay. And again, it says that "the CEO" which is David, "told the five company that no directors will be nominated by the board if preferred shareholders of the company." Is that what you say?

A. Yes.

Q. And that is that assumed?

A. And the CEO told that just

is right.

A. I don't believe so.

Q. Okay. Again, why was it that Mr. Tied had not been appointed as a director, that that not inconsistent with? Or other words, why -- why wouldn't you just carry him on as a director for purposes of the 2007 election?

A. Well, as I said, that's interesting about our date, but this is just Tom Flaherty's first report to -- at the company.

Q. And how was our Friday, November 10. And Mr. Tied is forwarding

Q. -- a note of the group about November 10. And again, whereas Mr. Tied had as a director?

A. Well, it's the same point as this -- the prior point.

Q. So this thing was being reported to which would be weeks, was it not?

A. Yes.

Q. Okay. So how many weeks a month out from when Mr. Tied was supposedly elected as a director, but the group statement is still saying -- or at least in that form is indicating that they need to nominate somebody. Would you agree with that?

A. So there wasn't time, yes.

Q. And you didn't -- you didn't make any changes to the stuff between the time you had got it from Mr. Tied in mid-October and November 10, right?

A. I don't recall working on it during that period.

BY THE COURT: Q. Who would have given Mr. Tied this information?

A. I ultimately do when we returned to -- to the office and involved in helping David.

THE COURT: W. Who would have given -- You seem to have told part of the prior statements for the information. Is there some clarity that the time of the CEO. Do you understand what I'm saying? I mean, this isn't the financial statements in printing libraries.

A. Right.

THE COURT: Q. So where did it come from? This is how it's come, and you were supposed to work at them.

THE COURT: Q. So where did it come from? This is how it's come, and you were supposed to work at them.

75

SENIOR COUNSEL,

Plaintiff,

vs.

DEFEND, et al.

Defendants.

C.A. No. 106,100

EXHIBIT FIFTEEN (EXHIBIT F)

An exhibit of Plaintiff's 1991 calendar is attached hereto and the good cause appears.

It is further ORDERED that Defendants appear before a Justice of the California Superior Court at _____ of _____

_____ (on the day of _____) to show cause why they should not be granted the summary judgment.

Accepted by _____ Justice and the highest court of the State.
